

State: District of Columbia **Filing Company:** Berkshire Hathaway Specialty Insurance Company
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2010 Employment Practices Liability
Product Name: Employment Practices Liability
Project Name/Number: BHSI Employment Practices Liability/BHSIC-EF-EPL-16

Filing at a Glance

Company: Berkshire Hathaway Specialty Insurance Company
Product Name: Employment Practices Liability
State: District of Columbia
TOI: 17.2 Other Liability-Claims Made Only
Sub-TOI: 17.2010 Employment Practices Liability
Filing Type: Form
Date Submitted: 11/20/2016
SERFF Tr Num: REGU-130815359
SERFF Status: Submitted to State
State Tr Num:
State Status:
Co Tr Num: BHSIC-EF-EPL-16
Effective Date: On Approval
Requested (New):
Effective Date
Requested (Renewal):
Author(s): Jeremy Battles
Reviewer(s):
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

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General Information

Project Name: BHSI Employment Practices Liability Status of Filing in Domicile: Pending
Project Number: BHSIC-EF-EPL-16 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/20/2016
State Status Changed: Deemer Date:
Created By: Jeremy Battles Submitted By: Jeremy Battles
Corresponding Filing Tracking Number: REGU-130415137

Filing Description:

Berkshire Hathaway Specialty Insurance Company (BHSIC) submits for your review and approval its Employment Practices Liability product, which is a broad stand-alone insurance product providing claims-made coverage for liability resulting from employment practices of for-profit companies and not-for-profit organizations.

The rates and rules associated with this product were previously filed.

Company and Contact

Filing Contact Information

Jeremy Battles, Vice President jeremybattles@ircllc.com
W 29th Street 212-571-3884 [Phone]
Suite 707
New York, NY 10001

Filing Company Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Berkshire Hathaway Specialty Insurance Company	CoCode: 22276	State of Domicile: Nebraska
1314 Douglas Street	Group Code: 31	Company Type: Stock
Suite 1400	Group Name: Berkshire Hathaway	State ID Number:
Omaha, NE 68102-1944	FEIN Number: 63-0202590	
(402) 916-3000 ext. [Phone]		

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		DECLARATIONS	EP-EPL-DEC-09/2016	09/2016	DEC	New		0.000	EP-EPL-DEC-092016 Employment Practices Liability Policy-Dec.pdf
2		EMPLOYMENT PRACTICES LIABILITY POLICY	EP-EPL-001-09/2016	09/2016	PCF	New		0.000	EP-EPL-001-092016- Employment Practices Liability Policy Form.pdf
3		ADVANCEMENT OF DEFENSE COSTS AMENDED (VARIABLE DAYS)	EP-EPL-002-09/2016	09/2016	END	New		0.000	EP-EPL-002-092016 Advancement of Defense Costs Amended (Variable Days).pdf
4		ACQUISITION OF A SUBSIDIARY AMENDED (VARIABLE PERCENTAGE/EMPLOYEE NUMBER)	EP-EPL-003-09/2016	09/2016	END	New		0.000	EP-EPL-003-092016 Acquisition of a Subsidiary Amended (Variable Percentage-Employee Number).pdf
5		WORKPLACE VIOLENCE EXPENSE COVERAGE	EP-EPL-004-09/2016	09/2016	END	New		0.000	EP-EPL-004-092016 Workplace Violence Expense Coverage.pdf

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6		WORKPLACE VIOLENCE EXPENSE COVERAGE (SUBLIMIT AND RETENTION)	EP-EPL-005-09/2016	09/2016	END	New		0.000	EP-EPL-005-092016 Workplace Violence Expense Coverage (Sublimit and Retention).pdf
7		WORKPLACE VIOLENCE EXPENSE COVERAGE (SUBLIMIT)	EP-EPL-006-09/2016	09/2016	END	New		0.000	EP-EPL-006-092016 Workplace Violence Expense Coverage (Sublimit).pdf
8		WORKPLACE VIOLENCE EXPENSE COVERAGE (RETENTION)	EP-EPL-007-09/2016	09/2016	END	New		0.000	EP-EPL-007-092016 Workplace Violence Expense Coverage (Retention).pdf
9		THIRD PARTY VIOLATION SUBLIMIT AND RETENTION	EP-EPL-008-09/2016	09/2016	END	New		0.000	EP-EPL-008-092016 Third Party Violation Sublimit and Retention.pdf
10		THIRD PARTY VIOLATION RETENTION	EP-EPL-009-09/2016	09/2016	END	New		0.000	EP-EPL-009-092016 Third Party Violation Retention.pdf
11		SPECIFIC STATE SEPARATE RETENTION	EP-EPL-010-09/2016	09/2016	END	New		0.000	EP-EPL-010-092016 Specific State Separate Retention.pdf
12		SPECIFIC ENTITY SEPARATE RETENTION	EP-EPL-011-09/2016	09/2016	END	New		0.000	EP-EPL-011-092016 Specific Entity Separate Retention.pdf

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13		NOTICE OF CLAIMS AMENDED (BORDEREAU)	EP-EPL-012-09/2016	09/2016	END	New		0.000	EP-EPL-012-092016 Notice of Claim Amended (Bordereau).pdf
14		PRIOR ACTS EXCLUSION	EP-EPL-013-09/2016	09/2016	END	New		0.000	EP-EPL-013-092016 Prior Acts Exclusion.pdf
15		PRIOR NOTICE EXCLUSION AMENDED (EPL POLICIES ONLY)	EP-EPL-014-09/2016	09/2016	END	New		0.000	EP-EPL-014-092016 Prior Notice Exclusion (EPL Policies Only).pdf
16		SPOUSE, DOMESTIC PARTNERS, ESTATES AND LEGAL REPRESENTATIVES CLAUSE AMENDED (REMOVE "FORMAL")	EP-EPL-015-09/2016	09/2016	END	New		0.000	EP-EPL-015-092016 SPOUSE, DOMESTIC PARTNERS, EST. & LEGAL REPRES CLAUSE AMEND (REMOVE "FORMAL").pdf
17		LOSS DEFINITION AMENDED (TRAINING AND PREVENTION PROGRAM COSTS)	EP-EPL-016-09/2016	09/2016	END	New		0.000	EP-EPL-016-092016 LOSS DEFINITION AMENDED (TRAINING AND PREVENTION PROGRAM COSTS).pdf
18		EMPLOYMENT PRACTICES VIOLATION DEFINITION (ADDITIONAL ITEMS)	EP-EPL-017-09/2016	09/2016	END	New		0.000	EP-EPL-017-092016 EMPLOYMENT PRACTICES VIOLATION DEFINITION (ADDITIONAL ITEMS).pdf

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19		EMPLOYEE DEFINITION (JOINT EMPLOYEE)	EP-EPL-018-09/2016	09/2016	END	New		0.000	EP-EPL-018-092016 EMPLOYEE DEFINITION (JOINT EMPLOYEE).pdf
20		EMPLOYMENT PRACTICES VIOLATION DEFINITION (ADD ADVERSE CHANGE)	EP-EPL-019-09/2016	09/2016	END	New		0.000	EP-EPL-019-092016 EMPLOYMENT PRACTICES VIOLATION DEFINITION (ADD ADVERSE CHANGE).pdf
21		EMPLOYMENT PRACTICES VIOLATION DEFINITION (ADD PARTNERSHIP OR SHAREHOLDER RELATIONSHIP)	EP-EPL-020-09/2016	09/2016	END	New		0.000	EP-EPL-020-092016 EMPLOY PRACTICES VIOLATION DEF (ADD PARTNERSHIP OR SHAREHOLDER RELATIONSHIP).pdf
22		DEFENSE COSTS DEFINITION AMENDED (LOOK BACK COSTS FOR NOTIFIED CIRCUMSTANCES)	EP-EPL-021-09/2016	09/2016	END	New		0.000	EP-EPL-021-092016 DEFENSE COSTS DEFINITION AMENDED (LOOK BACK COSTS FOR NOTIFIED CIRCUMSTANCES).pdf
23		BI/PD EXCLUSION AMENDED (ABSOLUTE)	EP-EPL-022-09/2016	09/2016	END	New		0.000	EP-EPL-022-092016 BIPD EXCLUSION AMENDED (ABSOLUTE).pdf

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24		CLAIM DEFINITION AMENDED (REMOVE WRITTEN)	EP-EPL-023-09/2016	09/2016	END	New		0.000	EP-EPL-023-092016 CLAIM DEFINITION AMENDED (REMOVE WRITTEN).pdf
25		CLAIM DEFINITION AMENDED (TOLL OR WAIVE STATUTE OF LIMITATIONS)	EP-EPL-024-09/2016	09/2016	END	New		0.000	EP-EPL-024-092016 CLAIM DEFINITION AMENDED (TOLL OR WAIVE STATUTE OF LIMITATIONS).pdf
26		CONDITIONAL AUTOMATIC RENEWAL	EP-EPL-025-09/2016	09/2016	END	New		0.000	EP-EPL-025-092016 CONDITIONAL AUTOMATIC RENEWAL.pdf
27		DEFENSE COSTS DEFINITION AMENDED (ADD CHARGES)	EP-EPL-026-09/2016	09/2016	END	New		0.000	EP-EPL-026-092016 DEFENSE COSTS DEFINITION AMENDED (ADD CHARGES).pdf
28		DISCOVERY PERIOD AMENDED (NUMBER OF DAYS TO ELECT)	EP-EPL-027-09/2016	09/2016	END	New		0.000	EP-EPL-027-092016 DISCOVERY PERIOD AMENDED (NUMBER OF DAYS TO ELECT).pdf
29		KNOWN WRONGFUL ACTS EXCLUSION	EP-EPL-028-09/2016	09/2016	END	New		0.000	EP-EPL-028-092016 KNOWN WRONGFUL ACTS EXCLUSION.pdf

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30		NOTICE OF CLAIMS AMENDED (CHANGE OFFICES AND DAYS)	EP-EPL-029-09/2016	09/2016	END	New		0.000	EP-EPL-029-092016 NOTICE OF CLAIMS AMENDED (CHANGE OFFICES AND DAYS).pdf
31		PENDING AND PRIOR DATE AMENDED (SPECIFIC ENTITY)	EP-EPL-030-09/2016	09/2016	END	New		0.000	EP-EPL-030-092016 PENDING AND PRIOR DATE AMENDED (SPECIFIC ENTITY).pdf
32		PENDING AND PRIOR DATE AMENDED	EP-EPL-031-09/2016	09/2016	END	New		0.000	EP-EPL-031-092016 PENDING AND PRIOR DATE AMENDED.pdf
33		REMOVE THIRD PARTY VIOLATION COVERAGE	EP-EPL-032-09/2016	09/2016	END	New		0.000	EP-EPL-032-092016 REMOVE THIRD PARTY VIOLATION COVERAGE.pdf
34		SPECIFIC ENTITY EXCLUSION (CLAIMS AGAINST)	EP-EPL-033-09/2016	09/2016	END	New		0.000	EP-EPL-033-092016 SPECIFIC ENTITY EXCLUSION (CLAIMS AGAINST).pdf
35		SPECIFIC ENTITY EXCLUSION (CLAIMS BY OR ON BEHALF OF)	EP-EPL-034-09/2016	09/2016	END	New		0.000	EP-EPL-034-092016 SPECIFIC ENTITY EXCLUSION (CLAIMS BY OR ON BEHALF OF).pdf

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36		SPECIFIC ENTITY EXCLUSION (CLAIMS BY, ON BEHALF OF OR AGAINST)	EP-EPL-035-09/2016	09/2016	END	New		0.000	EP-EPL-035-092016 SPECIFIC ENTITY EXCLUSION (CLAIMS BY, ON BEHALF OF OR AGAINST).pdf
37		STATE AMENDATORY INCONSISTENCY MOST FAVORED TERMS	EP-EPL-036-09/2016	09/2016	END	New		0.000	EP-EPL-036-092016 STATE AMENDATORY INCONSISTENCY MOST FAVORED TERMS.pdf
38		ADDITIONAL INSURED (CODEFENDANT)	EP-EPL-037-09/2016	09/2016	END	New		0.000	EP-EPL-037-092016 Additional Insured (Codefendant).pdf
39		ADDITIONAL INSURED (VICARIOUS)	EP-EPL-038-09/2016	09/2016	END	New		0.000	EP-EPL-038-092016 Additional Insured (Vicarious).pdf
40		ADDITIONAL INSURED (VICARIOUS, CODEFENDANT)	EP-EPL-039-09/2016	09/2016	END	New		0.000	EP-EPL-039-092016 Additional Insured (Vicarious, Codefendant).pdf
41		ADDITIONAL INSURED	EP-EPL-040-09/2016	09/2016	END	New		0.000	EP-EPL-040-092016 Additional Insured.pdf
42		CANCELLATION	EP-EPL-041-09/2016	09/2016	END	New		0.000	EP-EPL-041-092016 Cancellation.pdf

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43		CLAIM DEFINITION AMENDED (ADD ALTERNATIVE DISPUTE RESOLUTION PROCESS)	EP-EPL-042-09/2016	09/2016	END	New		0.000	EP-EPL-042-092016 Claim Definition Amend (Add Alternative Dispute Resolution Process).pdf
44		DEFENSE AND SETTLEMENT PROVISION AMENDED (ABILITY TO INCUR DEFENSE COSTS UP TO A CERTAIN AMOUNT)	EP-EPL-043-09/2016	09/2016	END	New		0.000	EP-EPL-043-092016 Defense And Settl. Prov Amend (Ability To Incur Def Costs Up To A Cert Amt).pdf
45		DELETE ENDORSEMENT (AP/RP)	EP-EPL-044-09/2016	09/2016	END	New		0.000	EP-EPL-044-092016 Delete Endorsement (AP RP).pdf
46		DELETE ENDORSEMENT	EP-EPL-045-09/2016	09/2016	END	New		0.000	EP-EPL-045-092016 Delete Endorsement.pdf
47		DISCOVERY PERIOD AMENDED (UP TO THREE YEARS)	EP-EPL-046-09/2016	09/2016	END	New		0.000	EP-EPL-046-092016 Discovery Period Amended (Up To Three Years).pdf
48		DISCOVERY PERIOD PREMIUM AMENDED (ADD "NO MORE THAN")	EP-EPL-047-09/2016	09/2016	END	New		0.000	EP-EPL-047-092016 Discovery Period Premium Amended (Add "No More Than").pdf

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49		DISPUTE RESOLUTION PROCESS PROVISION AMENDED (STATUTE OF LIMITATIONS TOLLED)	EP-EPL-048-09/2016	09/2016	END	New		0.000	EP-EPL-048-092016 Dispute Resolution Process Provision Amended (Statute Of Limitations Tolloed).pdf
50		EMPLOYEE DEFINITION (JOINT EMPLOYEE, SUBLIMIT)	EP-EPL-049-09/2016	09/2016	END	New		0.000	EP-EPL-049-092016 Employee Definition (Joint Employee, Sublimit).pdf
51		EMPLOYMENT PRACTICES VIOLATION DEFINITION (HIPAA AND FCRA VIOLATIONS)	EP-EPL-050-09/2016	09/2016	END	New		0.000	EP-EPL-050-092016 Employment Practices Violation Definition (HIPAA And FCRA Violations).pdf
52		IMMIGRATION CLAIM DEFENSE COSTS COVERAGE (RETENTION)	EP-EPL-051-09/2016	09/2016	END	New		0.000	EP-EPL-051-092016 Immigration Claim Defense Costs Coverage (Retention).pdf
53		IMMIGRATION CLAIM DEFENSE COSTS COVERAGE (SUBLIMIT AND RETENTION)	EP-EPL-052-09/2016	09/2016	END	New		0.000	EP-EPL-052-092016 Immigration Claim Defense Costs Coverage (Sublimit And Retention).pdf

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54		IMMIGRATION CLAIM DEFENSE COSTS COVERAGE (SUBLIMIT)	EP-EPL-053-09/2016	09/2016	END	New		0.000	EP-EPL-053-092016 Immigration Claim Defense Costs Coverage (Sublimit).pdf
55		IMMIGRATION CLAIM DEFENSE COSTS COVERAGE	EP-EPL-054-09/2016	09/2016	END	New		0.000	EP-EPL-054-092016 Immigration Claim Defense Costs Coverage.pdf
56		LIMIT OF LIABILITY AMENDED (AP/RP)	EP-EPL-055-09/2016	09/2016	END	New		0.000	EP-EPL-055-092016 Limit Of Liability Amended (AP RP).pdf
57		LIMIT OF LIABILITY AMENDED	EP-EPL-056-09/2016	09/2016	END	New		0.000	EP-EPL-056-092016 Limit Of Liability Amended.pdf
58		LOSS DEFINITION AMENDED (PLAINTIFFS' ATTORNEY FEES)	EP-EPL-057-09/2016	09/2016	END	New		0.000	EP-EPL-057-092016 Loss Definition Amended (Plaintiffs' Attorney Fees).pdf
59		NAMED POLICYHOLDER AND ADDRESS CHANGE	EP-EPL-058-09/2016	09/2016	END	New		0.000	EP-EPL-058-092016 Named Policyholder And Address Change.pdf
60		PENDING AND PRIOR LITIGATION EXCLUSION AMENDED (EMPLOYMENT PRACTICES VIOLATION)	EP-EPL-059-09/2016	09/2016	END	New		0.000	EP-EPL-059-092016 Pending And Prior Litig Excl Amend (Employ Practices Violation).pdf

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61		POLICY PERIOD EXTENDED ENDORSEMENT (AP)	EP-EPL-060-09/2016	09/2016	END	New		0.000	EP-EPL-060-092016 Policy Period Extended Endorsement (AP).pdf
62		POLICY PERIOD EXTENDED ENDORSEMENT	EP-EPL-061-09/2016	09/2016	END	New		0.000	EP-EPL-061-092016 Policy Period Extended Endorsement.pdf
63		PRE-APPROVED COUNSEL	EP-EPL-062-09/2016	09/2016	END	New		0.000	EP-EPL-062-092016 Pre-Approved Counsel.pdf
64		RELIANCE ON ANOTHER INSURANCE COMPANY'S APPLICATION	EP-EPL-063-09/2016	09/2016	END	New		0.000	EP-EPL-063-092016 Reliance On Another Insurance Company's Application.pdf
65		RETENTION AMENDED (AP/RP)	EP-EPL-064-09/2016	09/2016	END	New		0.000	EP-EPL-064-092016 Retention Amended (AP RP).pdf
66		RETENTION AMENDED	EP-EPL-065-09/2016	09/2016	END	New		0.000	EP-EPL-065-092016 Retention Amended.pdf
67		SEVERABILITY OF THE APPLICATION AMENDED (VARIABLE POSITIONS)	EP-EPL-066-09/2016	09/2016	END	New		0.000	EP-EPL-066-092016 Severability Of The Application Amended (Variable Positions).pdf
68		SPECIFIC ENTITY SEPARATE SUBLIMIT AND RETENTION	EP-EPL-067-09/2016	09/2016	END	New		0.000	EP-EPL-067-092016 Specific Entity Separate Sublimit And Retention.pdf

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69		SPECIFIC ENTITY SUBLIMIT	EP-EPL-068-09/2016	09/2016	END	New		0.000	EP-EPL-068-092016 Specific Entity Sublimit.pdf
70		SPECIFIC STATE SEPARATE SUBLIMIT AND RETENTION	EP-EPL-069-09/2016	09/2016	END	New		0.000	EP-EPL-069-092016 Specific State Separate Sublimit And Retention.pdf
71		SPECIFIC STATE SEPARATE SUBLIMIT	EP-EPL-070-09/2016	09/2016	END	New		0.000	EP-EPL-070-092016 Specific State Separate Sublimit.pdf
72		THIRD PARTY VIOLATION SUBLIMIT	EP-EPL-071-09/2016	09/2016	END	New		0.000	EP-EPL-071-092016 Third Party Violation Sublimit.pdf
73		TIE-IN OF LIMITS (ABSOLUTE)	EP-EPL-072-09/2016	09/2016	END	New		0.000	EP-EPL-072-092016 Tie-In Of Limits (Absolute).pdf
74		TIE-IN OF LIMITS (COMMON CLAIM)	EP-EPL-073-09/2016	09/2016	END	New		0.000	EP-EPL-073-092016 Tie-In Of Limits (Common Claim).pdf
75		WAIVER OF TRANSACTION	EP-EPL-074-09/2016	09/2016	END	New		0.000	EP-EPL-074-092016 Waiver Of Transaction.pdf
76		PENDING AND PRIOR LITIGATION EXCLUSION DELETED	EP-EPL-075-10/2016	10/2016	END	New		0.000	EP-EPL-075-102016 Pending and Prior Litigation Exclusion Deleted.pdf

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77		CANCELLATION AMENDED CANCELLATION PROVISION AMENDED (VARIABLE DAYS)	EP-EPL-076-10/2016	10/2016	END	New		0.000	EP-EPL-076-102016 Cancellation Amended Cancellation Provision Amended (V....pdf
78		LOSS DEFINITION AMENDED (REMOVE POLLUTANT EXCLUSION)	EP-EPL-077-10/2016	10/2016	END	New		0.000	EP-EPL-077-102016 Loss Definition Amended (Remove Pollutant Exclusion).pdf
79		REDLINING EXCLUSION	EP-EPL-078-10/2016	10/2016	END	New		0.000	EP-EPL-078-102016 Redlining Exclusion.pdf
80		MAINFORM APPLICATION	EPL Application 10/2016	10/2016	ABE	New		0.000	Employment Practices Liability Insurance MF Application 10 16.pdf
81		RENEWAL APPLICATION	Executive First Employment Practices Liability Insurance Application 10/2016	10/2016	ABE	New		0.000	EPL Stand-Alone Application Renewal App 10 16.pdf
82		DISTRICT OF COLUMBIA AMENDATORY - CANCELLATION OR NON-RENEWAL	EP-EPL-DC-09/2016	09/2016	END	New			EP-EPL-DC-092016 DC Amendatory - Cancellation or Non-Renewal.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
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State:	District of Columbia	Filing Company:	Berkshire Hathaway Specialty Insurance Company
TOI/Sub-TOI:	17.2 Other Liability-Claims Made Only/17.2010 Employment Practices Liability		
Product Name:	Employment Practices Liability		
Project Name/Number:	BHSI Employment Practices Liability/BHSIC-EF-EPL-16		

BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other



Berkshire Hathaway
Specialty Insurance

Berkshire Hathaway Specialty Insurance Company

(a Stock Insurance Company)

1314 Douglas Street, Suite 1400

Omaha, NE 68102-1944

EMPLOYMENT PRACTICES LIABILITY POLICY

Part of the Executive First™ Suite

DECLARATIONS

NOTICE: THE COVERAGE PROVIDED UNDER THIS POLICY IS LIMITED TO ONLY THOSE CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE DISCOVERY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE RETENTION. THE INSURER WILL NOT BE LIABLE FOR DEFENSE COSTS OR OTHER LOSS IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND UNDER THIS POLICY. PLEASE REVIEW THE POLICY CAREFULLY.

	Policy No.:		Renewal of:	
1. Parent Company:				
Mailing Address:				
2. Insurer:	Berkshire Hathaway Specialty Insurance Company			
3. Policy Period:	From: to 12:01 a.m. local time at Mailing Address listed in Item 1, above.			
4. Limit of Liability:	Aggregate Limit of Liability for all Claims: \$			
5. A. Retention	\$ Each Claim			
B. Mass/Class Action Claim Retention:	\$ Each Mass/Class Action Claim			
No Retention shall apply to Claims under Insuring Agreement I.A.				

6. Notices to Insurer:	<u>For Claims or Potential Claims</u> By 24-hour toll free number: 855-453-9675 By Email: claimsnotice@bhspecialty.com By Fax: 617-507-8259 By Mail: Log on to www.bhspecialty.com/claims-reporting.html for mailing address_	<u>All Other Notices</u> By Email: execandprofnotices@bhspecialty.com By Fax: 617-248-1618 By Mail: Log on to www.bhspecialty.com/claims-reporting.html for mailing address
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7. Discovery Period:	A. Additional Period:	<div></div>	<div></div>	<div></div>
	B. Additional Premium:	\$ <div></div>	\$ <div></div>	\$ <div></div>

8. Pending and Prior Date:	<div></div>
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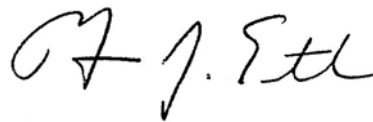
9. Premium:	\$ <div></div> , including \$0 for Terrorism
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THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION FOR THIS POLICY, THE POLICY FORM AND ANY ENDORSEMENTS ATTACHED HERETO, CONSTITUTE THE ABOVE NUMBERED INSURANCE POLICY.

Signatures:



Ralph Tortorella, III, Secretary



Peter J. Eastwood, President

Dated



Employment Practices Liability Policy Part of the Executive First™ Suite

In consideration of the payment of the premium and subject to all terms, conditions and limitations of this Policy, the **Insureds** and **Insurer** agree:

Section I **Insuring Agreement**

The **Insurer** shall pay on behalf of an **Insured** all **Loss** as a result of a **Claim** first made against such **Insured** during the **Policy Period** for a **Wrongful Act** and reported to the **Insurer** as required by this Policy.

Section II **Definitions**

1. **"Application"** shall mean the application submitted to the **Insurer** for this Policy together with any written materials attached thereto or submitted to the **Insurer** in connection with the underwriting of this Policy. **Application** shall also include all publicly available documents filed by or on behalf of the **Company** with any federal, state, local or foreign regulatory agency during the twelve (12) months preceding the effective date of this Policy.
2. **"Claim"** shall mean:
 - a. a written demand against an **Insured**:
 - i. for monetary or non-monetary (including injunctive) relief, including a request to toll any statute of limitations; or
 - ii. to engage in arbitration or mediation;which shall be deemed first made upon receipt by the **Insured** of such demand;
 - b. a civil, criminal, administrative or regulatory proceeding (other than an investigation) against an **Insured**, which shall be deemed first made upon:
 - i. the service of a complaint or similar pleading upon the **Insured**;
 - ii. in the case of a criminal proceeding, an arrest, the return of an indictment or information, or the receipt or filing of notice of charges or similar document; or
 - iii. receipt of a notice of charges by the **Insured**; and
 - c. an administrative or regulatory investigation when conducted by the Equal Employment Opportunity Commission ("**EEOC**"), or similar state, local or foreign agency, which shall be deemed first made upon the filing of a notice of charges, service of a complaint or similar document of which notice has been given to the **Insured**.In no event shall **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.
3. **"Company"** shall mean the **Parent Company** and any **Subsidiary**, including in the event of a bankruptcy, the **Parent Company** and any **Subsidiary** as a debtor in possession as

such term is used in Chapter 11 of the United States Bankruptcy Code, or any similar state, local or foreign law.

4. **“Defense Costs”** shall mean that part of **Loss** consisting of:
- a. reasonable fees, costs and expenses incurred by the **Insureds** in the defense or appeal of any **Claim**, including the costs of an appeal bond, attachment bond or similar bond, but does not include the obligation to apply for or furnish such bonds; and
 - b. reasonable fees, costs and expenses incurred by the **Insureds** at the **Insurer’s** request to assist the **Insurer** in investigating a **Claim**.

Defense Costs shall not include: (i) any salaries, wages, overhead, benefits or benefit expenses associated with any **Insured**; or (ii) any fees, costs or expenses incurred by an **Insured** prior to the time that the **Claim** is first made against the **Insured**.

5. **“Employee”** shall mean any natural person who was, is or shall be a full or part-time, seasonal or temporary employee of a **Company**. **Employee** shall also mean any natural person independent contractor for the **Company**, any natural person leased to the **Company**, or any intern or volunteer, but in each instance, only to the extent that such individual is entitled to indemnification in the same manner and to the same extent as an **Employee**.

“Employee” shall also include:

- a. a duly elected or appointed director (including shadow directors and *de facto* directors), officer, in-house general counsel, risk manager, controller, trustee, regent or governor of a **Company**;
- b. a manager, member of any board of managers or the equivalent executive of a **Company** that is a limited liability company or a joint venture; and
- c. an official of a **Company**, including a **Company** organized or operated in a **Foreign Jurisdiction**, while serving in a functionally equivalent position to those described in subsections (a) or (b), above.

6. **“Employment Practices Violation”** shall mean any actual or alleged:
- a. wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract;
 - b. sexual or workplace harassment of any kind (including, but not limited to quid pro quo, bullying or hostile work environment);
 - c. discrimination, including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, disability, genetic information or military status;
 - d. **Retaliation**;
 - e. employment-related misrepresentation(s) to an **Employee** of the **Company** or applicant for employment with the **Company**;
 - f. employment-related libel, slander, humiliation, defamation or invasion of privacy;
 - g. wrongful failure to employ or promote, wrongful deprivation of a career opportunity with the **Company** or wrongful demotion;

- h. negligent **Employee** evaluation, including the giving of negative or defamatory statements in connection with an **Employee** reference;
- i. wrongful discipline;
- j. failure to grant tenure; or
- k. with respect to any of the foregoing subparagraphs a. through j. of this definition: negligent hiring, retention, training or supervision; wrongful infliction of emotional distress or mental anguish; failure to provide or enforce adequate or consistent corporate policies and procedures; or violation of an individual's civil rights;

but only if the **Employment Practices Violation** relates to an **Employee** or applicants for employment with a **Company**, whether committed directly, indirectly, intentionally or unintentionally.

- 7. **"Financial Insolvency"** shall mean the **Company** becoming a debtor in possession (as defined under U.S. bankruptcy law or equivalent foreign law), or the appointment, pursuant to state or federal law, of a receiver, conservator, liquidator, trustee, rehabilitator or other official to control, supervise, manage or liquidate the **Company**.
- 8. **"Foreign Jurisdiction"** shall mean any jurisdiction, other than the United States or any of its territories or possessions.
- 9. **"Foreign Policy"** shall mean the standard employment practices liability insurance policy (including all mandatory endorsements, if any) approved by the **Insurer** for use within a **Foreign Jurisdiction** that provides coverage substantially similar to the coverage afforded under this Policy.
- 10. **"Improper Internet Activity"** shall mean any actual or alleged **Employment Practices Violation** or **Third Party Violation**, in either case when committed by an **Employee** through use of the internet, including, but not limited to, social networking or blogging.
- 11. **"Insured"** shall mean any **Insured Person** or **Company**.
- 12. **"Insured Person"** shall mean any **Employee of a Company**.
- 13. **"Insurer"** shall mean the insurance company identified in **Item 2.** of the Declarations.
- 14. **"Loss"** shall mean those amounts any **Insured** is legally obligated to pay as a result of a **Claim**, including, but not limited to:
 - a. compensatory, punitive, exemplary and multiple damages (including, but not limited to, damages awarded under the Age Discrimination in Employment Act and the Equal Pay Act);
 - b. settlements and judgments, including back pay, front pay, costs and fees awarded pursuant to a covered judgment and pre-judgment and post-judgment interest on that portion of a covered judgment; and

c. Defense Costs.

Loss (other than **Defense Costs**) shall not include any of the following:

- i. taxes, fines or penalties;
- ii. future salary, wages, commissions or any employment-related benefits of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement of, order in or other resolution of any **Claim**;

- iii. any amount for which an **Insured** is legally absolved from payment;
- iv. employment-related benefits (including, but not limited to, perquisites, fringe benefits, deferred compensation, payments in connection with any employee benefit plan and any other payment to or for the benefit of an **Employee** arising out of the employment relationship) or an amount equivalent to or substantially equivalent to such employment-related benefits; stock, stock warrants, stock appreciation rights, phantom stock plans or arrangements, or stock options; bonuses; any type of monetary payments which constitute severance payments or payments pursuant to a notice period; or any other type of compensation other than salary or wages;
- v. any liability or costs incurred by any **Insured** to modify any building or property in order to make the building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar;
- vi. any amount incurred to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**; and
- vii. matters which may be deemed uninsurable under the law pursuant to which this Policy may be construed.

The insurability of matters otherwise included within this definition shall be determined under the law of the applicable jurisdiction most favorable to such insurability, including, without limitation, the jurisdiction in which the **Parent Company**, the **Insured Persons**, the **Insurer** or such **Claim** is located.

15. “Management Control” shall mean:

- a. owning an interest of an entity representing more than fifty percent (50%) of the power to manage or control said entity, including the power to elect, appoint or designate a majority of the board of directors or equivalent executives of such entity; or
- b. having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an entity (including a limited liability company or joint venture), to elect, appoint or designate a majority of the board of directors or equivalent executives of such entity.

16. “Mass/Class Action Claim” shall mean any Claim which is:

- a. brought or maintained by or on behalf of five (5) or more natural persons acting in concert; or
- b. brought or maintained by or on behalf of:
 - i. less than five natural persons; or
 - ii. a governmental entity;

if any such natural person(s) or governmental entity is making a pattern and practice or systemic allegation of discrimination and is seeking monetary relief on behalf of a class or group in order to resolve such **Claim**.

Mass/Class Action Claim shall mean any of the foregoing, regardless of whether such **Mass/Class Action Claim** is brought as, or sought to be certified as, a class action claim.

17. **“Parent Company”** shall mean the entity or organization identified in **Item 1.** of the Declarations.
18. **“Policy Period”** shall mean the period from the inception date of this Policy to the expiration date of this Policy as set forth in **Item 3.** of the Declarations (subject to its earlier cancellation in accordance with **Section XII Cancellation or Non-Renewal**) and the **Discovery Period**, if applicable.
19. **“Pollutants”** shall mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on any list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof including, but not limited to, nuclear material or nuclear waste. Such substances shall include, without limitation, solids, liquids, gaseous, biological, radiological or thermal irritants, contaminants or smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals or waste materials and any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.
20. **“Related Wrongful Acts”** shall mean all **Wrongful Acts** that are logically or causally connected by any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
21. **“Retaliation”** shall mean a retaliatory act against an **Employee** of a **Company** on account of such **Employee**:
- a. disclosing or threatening to disclose to a superior or to any governmental agency any act by an **Insured**, which act is alleged to be in violation of any federal, state, local or foreign statutory or common law or any rule or regulation promulgated thereunder, including, but not limited to, any federal, state, local or foreign “whistle-blower” law;
 - b. actually or attempting to exercise any right that such **Employee** has under law, including, but not limited to, any federal, state, local or foreign “whistle-blower” law;
 - c. refusing to violate any law or opposing any unlawful practice; or
 - d. assisting or testifying in, or cooperating with, a proceeding or investigation regarding alleged violations of law by an **Insured**, including but not limited to, pursuant to any federal, state, local or foreign “whistleblower” law.
22. **“Subsidiary”** shall mean any entity with respect to which the **Company** has **Management Control**.
23. **“Third Party Violation”** shall mean any actual or alleged:
- a. harassment of any kind; or
 - b. discrimination, as described in subparagraph **c.** of the definition of **Employment Practices Violation**;
- when such acts are alleged to be committed against anyone other than an **Employee** or an applicant for employment with a **Company**.
24. **“Wrongful Act”** shall mean any actual or alleged:
- a. **Employment Practices Violation**;
 - b. **Third Party Violation**; or
 - c. **Improper Internet Activity**.

Section III Exclusions

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

A. Prior Notice

based upon, arising out of or attributable to any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given before the inception of the **Policy Period** under any employment practices, fiduciary, or directors and officers liability policy or similar coverage part, provided the insurer of such policy or coverage part does not reject such notice as invalid.

B. Bodily Injury/Property Damage

for any actual or alleged bodily injury (other than mental anguish and emotional distress), sickness, disease, death or damage to or destruction of any tangible property, including the loss of use thereof.

C. Violations of Law/Wage and Hour

1. for any actual or alleged violation of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Occupational Safety and Health Act of 1970 (OSHA); the Fair Labor Standards Act; the Workers' Adjustment and Retraining Notification Act; or the National Labor Relations Act, each of the foregoing as amended, or any similar provisions of any federal, state, local or foreign statutory or common law; or
2. based upon, arising out of or attributable to:
 - a. the refusal, inability or failure of a **Company** or an **Insured Person** to pay wages or overtime pay, or any amounts representing such wages or pay, for services rendered or time spent in connection with work-related activities;
 - b. improper pay deductions taken by a **Company** or an **Insured Person** from any employee or purported employee;
 - c. improper classification of any employee or purported employee; or
 - d. failure to provide or enforce any legally required rest or meal breaks;

provided, however, exclusions **C.1** and **C.2** shall not apply to the extent a **Claim** is for **Retaliation**.

D. Employee Benefits

for any actual or alleged violation of any of the responsibilities, obligations or duties imposed by any law governing workers' compensation, unemployment insurance, unemployment compensation, social security, retirement benefits, disability benefits or similar provisions of any federal, state, local or foreign statutory or common law; provided, however, this exclusion shall not apply to the extent a **Claim** is for **Retaliation**.

E. Contract

based upon, arising out of or attributable to an actual or alleged contractual liability of an **Insured** under any express contract or agreement; provided however, this exclusion shall not apply to:

1. an **Insured's** liability that exists in the absence of such contract or agreement; or
2. **Defense Costs**.

F. Pending and Prior Litigation

based upon or arising out of or attributable to essentially the same facts, circumstances, situations or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding that was pending on or prior to the **Pending and Prior Date** as set forth in **Item 8.** of the Declarations.

Section IV Limit of Liability

The **Insurer's** maximum liability for all **Loss**, including **Defense Costs**, in the aggregate for all **Claims** combined shall be the amount stated in **Item 4.** of the Declarations.

- A. Defense Costs** shall be part of, and not in addition to, the Limits of Liability stated in **Item 4** of the Declarations. Such **Defense Costs** shall reduce the Limit of Liability.
- B.** The maximum liability of the **Insurer** for all **Loss** arising from all **Claims** combined shall be the amount stated in **Item 4.** of the Declarations.

Section V Retention

- A.** The **Insurer's** liability with respect to covered **Loss** resulting from each **Claim** that is not a **Mass/Class Action Claim** shall be excess of the Retention specified in **Item 5.A.** of the Declarations. The **Insurer's** liability with respect to covered **Loss** resulting from each **Mass/Class Action Claim** shall be excess of the Retention specified in **Item 5.B.** of the Declarations. The applicable Retention shall be borne by the **Company**, uninsured under this Policy, and shall apply to all covered **Loss**, including **Defense Costs**.
- B.** If a **Company** refuses or fails within sixty (60) days after an **Insured Person's** request to indemnify or advance covered **Loss** or if a **Company** is unable to indemnify or advance covered **Loss** due to its **Financial Insolvency**, the **Insurer** shall pay such covered **Loss** without applying the applicable Retention. If the **Insurer** pays under this Policy any **Loss** incurred by an **Insured Person** for which the **Company** is legally permitted or required and is financially able to advance or indemnify, then the **Company** shall reimburse the **Insurer** for such amounts up to the applicable Retention, and such amounts shall become due and payable as a direct obligation of the **Company** to the **Insurer**.

Section VI Related Claims

More than one **Claim** involving the same **Wrongful Act, Related Wrongful Acts** or arising from the same or related facts or circumstances or series of causally or logically related facts or circumstances, shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. In the event such single **Claim** triggers more than one Retention, the highest retention shall be applicable. All such **Claims** constituting a single **Claim** shall be deemed to have been first made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act, Related Wrongful Act**, or fact or circumstance, was reported under this Policy or any other Policy providing similar coverage, regardless of whether such date is before or during the **Policy Period**. In no event shall a single lawsuit or proceeding constitute more than one **Claim** subject to more than one Retention.

Section VII Defense and Settlement

A. Defense of Claims

1. The **Insureds**, and not the **Insurer**, shall have the duty to defend all **Claims**.
2. The **Insureds** shall not incur **Defense Costs** in connection with any **Claim** without the prior written consent of the **Insurer**, which consent shall not be unreasonably withheld or delayed. The **Insurer** shall not be liable under this Policy for any **Defense Costs** incurred without such consent.
3. The **Insurer** shall advance such **Defense Costs** on a current basis but no later than sixty (60) days after the **Insurer** receives itemized invoices for such **Defense Costs**; provided that to the extent it is finally established that any such **Defense Costs** are not covered under this Policy, the **Insureds**, severally according to their interests, shall repay such **Defense Costs** to the **Insurer**.

B. Settlement of Claims

1. The **Insureds** shall not admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld or delayed. The **Insurer** shall not be liable under this Policy for **Loss** incurred as a result of any such admission, offer or agreement to which the **Insurer** did not consent.
2. Notwithstanding the preceding subsection 1., the **Insureds** may settle all **Claims** subject to a single Retention without the **Insurer's** prior written consent only if the settlement amount plus **Defense Costs** for all such **Claims** do not exceed the applicable Retention.

C. Insurer's Right to Associate

The **Insurer** shall have the right, but not the duty, to associate with the **Insureds** in the investigation, defense or settlement of any **Claim** that may implicate coverage under this Policy. The **Insureds** shall cooperate with the **Insurer** and provide the **Insurer** with such information as it may reasonably require in the investigation, defense or settlement of any **Claim**. The failure of one **Insured Person** or any **Company** to comply with this provision shall not impair the rights of any other **Insured Person** under this Policy.

D. Allocation

If in any **Claim** the **Insureds** incur **Loss** jointly with others (including other **Insureds**) who are not afforded coverage under this Policy for such **Claim** or incur both **Loss** covered by this Policy and other amounts which are not covered by this Policy, the **Insureds** and the **Insurer** shall allocate such amounts between covered **Loss** and uncovered loss based on the relative legal and financial exposures of the parties to covered and uncovered matters. If the **Insureds** and the **Insurer** cannot agree on an allocation of **Defense Costs**, the **Insurer** shall advance **Defense Costs** which the **Insurer** believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined. In such event, such allocation shall be applied retroactively to all **Defense Costs**.

Section VIII Notice

A. Claims

The **Insureds** shall, as a condition precedent to their rights under this Policy with respect to a **Claim**, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period**. Any notice provided pursuant to this section shall be given as soon as practicable after the risk manager, in-house general counsel, or human resource manager, or equivalent positions of the **Parent Company** first learns of such **Claim**, but in no event later than sixty (60) days after the end of the **Policy Period**.

B. Potential Claims

During the **Policy Period** or the **Discovery Period** (if purchased), the **Insureds** may give written notice to the **Insurer** of circumstances that may reasonably be expected to give rise to a **Claim**:

1. such notice shall set forth the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved;
 2. any **Claim** which is subsequently made against such **Insured** alleging, arising out of, based upon or attributable to such circumstances, shall be considered made at the time notice of such circumstances was first given to the **Insurer**; and
 3. notice of any such subsequent **Claim** shall be given to the **Insurer** as soon as practicable after the risk manager, in-house general counsel, or human resource manager first learns of such **Claim**. No coverage shall be provided under this Policy for fees, costs, expenses or other loss incurred as a result of such circumstances prior to the time such subsequent **Claim** is actually made.
- C. Except as otherwise provided in this Policy, all notices under any provision of this Policy shall be in writing and given by email, prepaid express courier or certified mail properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Parent Company** at the address shown in **Item 1.** of the Declarations. Notice to the **Insurer** shall be given to the respective address shown in **Item 6.** of the Declarations. If notice is given as described above, it shall be deemed to be received and effective upon the date of transmittal, subject to proof of transmittal.

Section IX Transactions: Coverage Implications of Mergers, Acquisitions and Sales of the Parent Company or Any Subsidiary

A. Merger or Acquisition of Parent Company

If during the **Policy Period** any of the following events occur:

1. the **Parent Company**: (i) sells all or substantially all of its assets to any other person or entity or affiliated group of persons or entities; or (ii) merges or consolidates with another entity such that the **Parent Company** is not the surviving entity; or
2. any person, entity or affiliated group of persons or entities acquires **Management Control** of the **Parent Company**;

(each a "Transaction") then coverage under this Policy shall continue until expiration of the **Policy Period**, but only for **Wrongful Acts** taking place prior to the effective date of such transaction. The entire premium for this Policy shall be deemed earned as of the date of such transaction.

B. Acquisition of a Subsidiary

1. Except as set forth in the following paragraph **B.2.** if before or during the **Policy Period** any entity qualifies as a **Subsidiary**, then such **Subsidiary**, its **Insured Persons** and **Companies** (if any) shall be **Insureds**, but only with respect to **Wrongful Acts** occurring or allegedly occurring after such entity qualified as a **Subsidiary**.
2. If an entity first qualifies as a **Subsidiary** during the **Policy Period** and if at that time such **Subsidiary's** total number of employees exceeds twenty percent (20%) of the total number of employees of the **Parent Company** or 1,000, whichever is less, then coverage under this Policy for such **Subsidiary** and its **Insured Persons** as set forth in the preceding paragraph shall cease ninety (90) days after such entity first qualifies as a **Subsidiary** unless:
 - a. the **Parent Company** within such ninety (90) days provides the **Insurer** with written notice of such qualification;
 - b. the **Parent Company** and the **Insurer** agree on any revisions to the Policy either party may require; and
 - c. the **Parent Company** pays any additional premium required by the **Insurer** as a result of the addition of the new **Subsidiary**.

C. Cessation of a Subsidiary

If during or prior to the **Policy Period** any entity ceases to be a **Subsidiary**, then coverage for such former **Subsidiary** and its **Insured Persons** under this Policy shall only be available, subject to all other terms and conditions of this Policy, for **Wrongful Acts** occurring or allegedly occurring prior to the date it ceased to qualify as a **Subsidiary**.

Section X Other Insurance and Subrogation

A. Other Insurance

Unless expressly written to be excess over other applicable insurance, all amounts payable under this Policy will be specifically primary of any other valid and collectible insurance.

B. Subrogation and Recovery

1. In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery and the **Company** and **Insured Persons** shall execute all papers required and do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured Persons** or the **Company**. The **Insurer** shall not exercise any available right of subrogation against an **Insured Person** under this Policy.
2. In the event the **Insurer** recovers amounts it paid under this Policy, the **Insurer** will reinstate the applicable Limits of Liability of this Policy to the extent of such recovery, less the **Insurer's** costs incurred in obtaining such recovery. The **Insurer** assumes no duty to seek a recovery of any amounts paid under this Policy.

Section XI Discovery Period

- A.** In the event the **Insurer** refuses to renew this Policy or the **Parent Company** cancels or non-renews this Policy, the **Parent Company** and the **Insured Persons** shall have the right to elect an extension of the coverage provided by this Policy for the time period and

subject to the additional premium set forth in **Item 7.A.** and **Item 7.B.** of the Declarations. Coverage for any **Claim** deemed first made during the Discovery Period shall apply only with respect to any **Wrongful Act** committed or alleged to have been committed before the expiration date of the **Policy Period** as listed in **Item 3.** of the Declarations.

- B.** As a condition precedent to the right to purchase the **Discovery Period**, the total premium for this Policy must have been paid and a written request to elect the **Discovery Period**, together with payment of the additional premium for the **Discovery Period**, must be provided to the **Insurer** no later than sixty (60) days following the effective date of such non-renewal or cancellation. The premium paid for the **Discovery Period** is deemed fully earned at the inception of the **Discovery Period**.
- C.** The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the **Discovery Period** shall not in any way increase the Limit of Liability stated in **Item 4.** of the Declarations. For purposes of the Limit of Liability, the **Discovery Period** is considered to be part of, and not in addition to, the **Policy Period**.

Section XII Cancellation or Non-Renewal

- A.** This Policy may be cancelled by the **Parent Company** at any time by prior written notice to the **Insurer** stating the effective time of such cancellation. Upon cancellation, the **Insurer** shall be entitled to retain the *pro rata* proportion of the premium calculated from the effective date of such cancellation.
- B.** This Policy may be cancelled by the **Insurer** only for nonpayment of premium. Such cancellation shall be effective on the date specified in the written notice of cancellation given by the **Insurer** to the **Parent Company**, provided such date is at least ten (10) days after the date such notice is given. If the **Parent Company** pays in full the premium due prior to such effective date, the **Insurer's** notice of cancellation shall be ineffective.
- C.** If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Parent Company** with no less than sixty (60) days advance written notice thereof.

Section XIII Application

- A.** The **Insureds** represent and acknowledge that statements made and information in the **Application** are accurate and complete, are the basis of this Policy and are incorporated in and constitute part of this Policy.
- B.** With respect to any statements or other information provided in the **Application**, the knowledge possessed by any one **Insured Person** shall not be imputed to any other **Insured Person**.
- C.** If any statement in the **Application** was: (i) not accurate and complete; and (ii) either was made with the intent to deceive or materially affected the acceptance of the risk or hazard assumed by the **Insurer** under this Policy, then the **Insurer** shall not be liable to make any payment for **Loss** in connection with that portion of any **Claim** based upon, arising out of or in consequence of the facts that were not accurately and completely disclosed in the **Application**, to the extent such **Loss** is incurred by:
 - 1. an **Insured Person** who knew, prior to the **Policy Period**, the facts that were not accurately and completely disclosed in the **Application** if prior to the **Policy Period** a reasonable person would have believed such facts were likely to give rise to a **Claim**;
or

2. any **Company**, if the human resource manager knew, prior to the **Policy Period**, the facts that were not accurately and completely disclosed in the **Application** if prior to the **Policy Period** a reasonable person would have believed such facts were likely to give rise to a **Claim**,

whether or not such **Insured Person** or human resource manager knew the **Application** contained such inaccurate and incomplete information.

- D. The **Insurer** shall not be entitled under any circumstances to rescind or void this Policy in whole or in part.

Section XV Dispute Resolution Process

The **Insurer** and the **Insureds** shall attempt in good faith to resolve any dispute arising out of or relating to this Policy promptly by negotiation between executives with authority to settle such dispute. If any dispute cannot be resolved through negotiation, the parties agree that they will submit the dispute to non-binding mediation. The parties will use best efforts to agree on the terms of any such mediation process, but if they do not agree within thirty (30) days of either party requesting mediation, the dispute will be submitted to JAMS for mediation. Each party will bear their own costs, regardless of the mediation process used. If the dispute is not settled at mediation, no party may commence an action against any other party until at least thirty (30) days after the final mediation session.

Section XVI Action Against the Insurer

- A. No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy.
- B. No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against an **Insured**, nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

Section XVII Spouses, Domestic Partners, Estates and Legal Representatives

- A. The coverage provided by this Policy shall also apply to an **Insured Person's** lawful spouse or domestic partner under applicable law or the provisions of any formal program established by the **Company**, but only for a **Claim** arising out of any actual or alleged **Wrongful Acts** of such **Insured Person**.
- B. The coverage provided by this Policy also shall apply to the estates, heirs, legal representatives or assigns of any **Insured Person** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of such **Insured Person**.

Section XVIII Assignment

This Policy and any and all rights hereunder are not assignable without the prior written consent of the **Insurer**, which consent shall be in the sole and absolute discretion of the **Insurer**.

Section XIX Conformity to Statute

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

Section XX Territory and Loss in Foreign Jurisdictions

A. Worldwide Territory

If permitted by applicable law, coverage shall apply to **Claims** made and **Wrongful Acts** committed worldwide.

B. Liberalization Clause for Claims in Foreign Jurisdictions

If permitted by applicable law, when determining coverage under this Policy for **Loss** from that portion of any **Claim** maintained in a **Foreign Jurisdiction** or to which the law of a **Foreign Jurisdiction** is applied, the **Insurer** shall apply to such **Claim** the terms and conditions of this Policy, as amended to include the terms and conditions of the **Foreign Policy** in such **Foreign Jurisdiction** that are more favorable to **Insureds** in the **Foreign Jurisdiction**. However, this subsection shall not apply to: (i) any provision of any **Foreign Policy** addressing limits of liability, retentions, other insurance, non-renewal, duty to defend, defense within or without limits, taxes, conformance to law or excess liability coverage, or any claims made provisions; and (ii) any provision in this Policy that excludes or limits coverage for specific events or litigation.

C. Loss Incurred By an Insured in a Foreign Jurisdiction

If permitted by applicable law, any **Loss** incurred by an **Insured** in a **Foreign Jurisdiction** may be deemed a **Loss** of the **Parent Company** payable to the **Parent Company** at the address listed at **Item 1.** of the Declarations. Any such payment by the **Insurer** to the **Parent Company** pursuant to this paragraph shall fully discharge the **Insurer's** liability under the Policy for such **Loss** to such **Company**.

Section XXI Compliance with Applicable Trade and Economic Sanction Laws

This Policy does not provide coverage that would be in violation of any applicable laws or regulations concerning trade or economic sanctions, including, but not limited to, those administered and enforced by the U.S. Treasury's Office of Foreign Asset Control (OFAC). Payment of **Loss** under this Policy shall only be made in full and complete compliance with all economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by OFAC.

Section XXII Currency

All premiums, limits, retentions, **Loss** and other amounts under this Policy are and shall be expressed and payable in the currency of the United States of America. If any covered **Loss**, including judgments or settlements, is expressed in, calculated on or otherwise based upon any other currency, payment of such **Loss**, whether in such other currency or U.S. dollars, shall be made at the rate of exchange published in *The Wall Street Journal* on the date the **Insurer's** obligation to pay such **Loss** is established (or, if not published on that date, on the date of next publication).

Section XXIII Bankruptcy

Bankruptcy or insolvency of any **Insured Person** or **Company**, shall not relieve the **Insurer** of any of its obligations under this Policy. In such event the **Insureds** hereby waive and release any automatic stay or injunction in such proceeding which may apply to this Policy or its proceeds and agree not to oppose or object to any efforts by the **Insurer** or any **Insureds** to obtain relief from any such stay or injunction.

Section XXIV Headings

The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.

Section XXV Entire Agreement

By acceptance of this Policy, all **Insureds** and the **Insurer** agree that this Policy (including the Declarations and **Application**) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement hereto.

Section XXVI Authorization

By acceptance of this Policy, the **Parent Company** agrees to act on behalf of all **Insureds** with respect to the giving and receiving of any notice provided for in this Policy (except the giving of notice to apply for any **Discovery Period**), the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements, and the **Insureds** agree that the **Parent Company** shall act on their behalf.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM:
Forms a part of Policy No.:
Issued to:
By:

DATE
POLICY NUMBER
ISSUED TO
WRITING COMPANY

ADVANCEMENT OF DEFENSE COSTS AMENDED (VARIABLE DAYS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that in **Section VII Defense and Settlement**, paragraph **A. Defense of Claims**, subparagraph 3 is deleted in its entirety and replaced with the following:

3. The **Insurer** shall advance such **Defense Costs** on a current basis but no later than <##> days after the **Insurer** receives itemized invoices for such **Defense Costs**; provided that to the extent it is finally established that any such **Defense Costs** are not covered under this Policy, the **Insureds**, severally according to their interests, shall repay such **Defense Costs** to the **Insurer**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

ACQUISITION OF A SUBSIDIARY AMENDED (VARIABLE PERCENTAGE/EMPLOYEE NUMBER)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that in **Section IX Transactions: Coverage Implications of Mergers, Acquisitions and Sales of The Parent Company or Any Subsidiary**, paragraph **A. Acquisition of a Subsidiary**, subparagraph **B.2** is deleted in its entirety and replaced with the following:

2. If an entity first qualifies as a **Subsidiary** during the **Policy Period** and if at that time such **Subsidiary's** total number of employees exceeds **##%** of the total number of employees of the **Parent Company** or **##,####**, whichever is less, then coverage under this Policy for such **Subsidiary** and its **Insured Persons** as set forth in the preceding paragraph shall cease **##** days after such entity first qualifies as a **Subsidiary** unless:
 - a. the **Parent Company** within such **##** days provides the **Insurer** with written notice of such creation or acquisition;
 - b. the **Parent Company** and the **Insurer** agree on any revisions to the Policy either party may require; and
 - c. the **Parent Company** pays any additional premium required by the **Insurer** as a result of the addition of the new **Subsidiary**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

WORKPLACE VIOLENCE EXPENSE COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. The policy is amended to include the following Coverage Extension:

Workplace Violence Expense:

The **Insurer** shall pay **Workplace Violence Expenses** on behalf of the **Company** incurred as a result of a **Workplace Violence Event** first occurring during the **Policy Period**. Such **Workplace Violence Expenses** shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.

2. For purposes of this endorsement, the following terms shall have the following meanings:

"Workplace Site" shall mean all properties and buildings which the **Company** regularly occupies in conducting its business.

"Workplace Violence Event" shall mean any unlawful and intentional actual or threatened deadly force involving the display of a lethal weapon which occurs in or on the **Workplace Site** and which did or could reasonably result in the death or bodily injury of any **Insured Person**. **Workplace Violence Event** shall not include any event based upon, arising out of, or attributable to any:

- a. strike or similar labor action, war, invasion, act of foreign enemy or warlike operation (whether declared or not), civil war, or mutiny; or
- b. demand for any type of property including, but not limited to money or securities.

"Workplace Violence Expenses" shall only mean reasonable fees, cost, expenses incurred with the **Insurer's** prior written consent to hire:

- a. an independent public relations consultant, security consultant or forensic analyst for ninety (90) days immediately following the **Workplace Violence Event**;

- b. an independent consultant to provide counseling for **Employees** following the **Workplace Violence Event**;
or
 - c. an independent security guard to provide services for up to fifteen (15) days immediately following the **Workplace Violence Event**.
3. Notwithstanding anything in the Policy to the contrary, the **Insurer** shall not be liable to make any payment for **Workplace Violence Expenses** in connection with any **Workplace Violence Event** based upon, arising out of, or attributable to:
- a. any strike or similar labor action, war, invasion, act of foreign enemy or warlike operation (whether declared or not), civil war, or mutiny; or
 - b. any demand for any type of property including, but not limited to money or securities.
4. The **Insureds** shall, as a condition precedent to their rights under this Policy with respect to a **Workplace Violence Event**, give the **Insurer** notice in writing of any **Workplace Violence Event** which occurs during the **Policy Period**. Any notice provided hereto shall be given as soon as practicable after the <INSERT POSITION TITLE> or equivalent position of the **Parent Company** first learns of such **Workplace Violence Event** but in no event later than thirty (30) days after the **Workplace Violence Event** occurs.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

WORKPLACE VIOLENCE EXPENSE COVERAGE (SUBLIMIT AND RETENTION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. The policy is amended to include the following Coverage Extension:

Workplace Violence Expense:

The **Insurer** shall pay **Workplace Violence Expenses** on behalf of the **Company** incurred as a result of a **Workplace Violence Event** first occurring during the **Policy Period**. Such **Workplace Violence Expenses** shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.

2. For purposes of this endorsement, the following terms shall have the following meanings:

"Workplace Site" shall mean all properties and buildings which the **Company** regularly occupies in conducting its business.

"Workplace Violence Event" shall mean any unlawful and intentional actual or threatened deadly force involving the display of a lethal weapon which occurs in or on the **Workplace Site** and which did or could reasonably result in the death or bodily injury of any **Insured Person**. **Workplace Violence Event** shall not include any event based upon, arising out of, or attributable to any:

- a. strike or similar labor action, war, invasion, act of foreign enemy or warlike operation (whether declared or not), civil war, or mutiny; or
- b. demand for any type of property including, but not limited to money or securities.

"Workplace Violence Expenses" shall only mean reasonable fees, cost, expenses incurred with the **Insurer's** prior written consent to hire:

- a. an independent public relations consultant, security consultant or forensic analyst for ninety (90) days immediately following the **Workplace Violence Event**;

- b. an independent consultant to provide counseling for **Employees** following the **Workplace Violence Event**;
or
 - c. an independent security guard to provide services for up to fifteen (15) days immediately following the **Workplace Violence Event**.
3. Notwithstanding anything in the Policy to the contrary, the **Insurer** shall not be liable to make any payment for **Workplace Violence Expenses** in connection with any **Workplace Violence Event** based upon, arising out of, or attributable to:
- a. any strike or similar labor action, war, invasion, act of foreign enemy or warlike operation (whether declared or not), civil war, or mutiny; or
 - b. any demand for any type of property including, but not limited to money or securities.
4. The **Insureds** shall, as a condition precedent to their rights under this Policy with respect to a **Workplace Violence Event**, give the **Insurer** notice in writing of any **Workplace Violence Event** which occurs during the **Policy Period**. Any notice provided hereto shall be given as soon as practicable after the **<INSERT POSITION TITLE>** or equivalent position of the **Parent Company** first learns of such **Workplace Violence Event** but in no event later than thirty (30) days after the **Workplace Violence Event** occurs.
5. Notwithstanding anything in the Policy to the contrary, all **Defense Costs** arising from a **Workplace Violence Event** shall be subject to a sublimit of liability of \$**<XXXXXX>**, which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.
6. Notwithstanding anything in the Policy to the contrary, all **Defense Costs** arising from a **Workplace Violence Event** shall be subject to a Retention amount of \$**<XXXXXX>**, and not the amounts set forth in **Item 5.** of the Declarations as such.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

WORKPLACE VIOLENCE EXPENSE COVERAGE (SUBLIMIT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. The policy is amended to include the following Coverage Extension:

Workplace Violence Expense:

The **Insurer** shall pay **Workplace Violence Expenses** on behalf of the **Company** incurred as a result of a **Workplace Violence Event** first occurring during the **Policy Period**. Such **Workplace Violence Expenses** shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.

2. For purposes of this endorsement, the following terms shall have the following meanings:

"Workplace Site" shall mean all properties and buildings which the **Company** regularly occupies in conducting its business.

"Workplace Violence Event" shall mean any unlawful and intentional actual or threatened deadly force involving the display of a lethal weapon which occurs in or on the **Workplace Site** and which did or could reasonably result in the death or bodily injury of any **Insured Person**. **Workplace Violence Event** shall not include any event based upon, arising out of, or attributable to any:

- a. strike or similar labor action, war, invasion, act of foreign enemy or warlike operation (whether declared or not), civil war, or mutiny; or
- b. demand for any type of property including, but not limited to money or securities.

"Workplace Violence Expenses" shall only mean reasonable fees, cost, expenses incurred with the **Insurer's** prior written consent to hire:

- a. an independent public relations consultant, security consultant or forensic analyst for ninety (90) days immediately following the **Workplace Violence Event**;

- b. an independent consultant to provide counseling for **Employees** following the **Workplace Violence Event**;
or
 - c. an independent security guard to provide services for up to fifteen (15) days immediately following the **Workplace Violence Event**.
- 3. Notwithstanding anything in the Policy to the contrary, the **Insurer** shall not be liable to make any payment for **Workplace Violence Expenses** in connection with any **Workplace Violence Event** based upon, arising out of, or attributable to:
 - a. any strike or similar labor action, war, invasion, act of foreign enemy or warlike operation (whether declared or not), civil war, or mutiny; or
 - b. any demand for any type of property including, but not limited to money or securities.
- 4. The **Insureds** shall, as a condition precedent to their rights under this Policy with respect to a **Workplace Violence Event**, give the **Insurer** notice in writing of any **Workplace Violence Event** which occurs during the **Policy Period**. Any notice provided hereto shall be given as soon as practicable after the <INSERT POSITION TITLE> or equivalent position of the **Parent Company** first learns of such **Workplace Violence Event** but in no event later than thirty (30) days after the **Workplace Violence Event** occurs.
- 5. Notwithstanding anything in the Policy to the contrary, all **Defense Costs** arising from a **Workplace Violence Event** shall be subject to a sublimit of liability of \$<XXXXX>, which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

WORKPLACE VIOLENCE EXPENSE COVERAGE (RETENTION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. The policy is amended to include the following Coverage Extension:

Workplace Violence Expense:

The **Insurer** shall pay **Workplace Violence Expenses** on behalf of the **Company** incurred as a result of a **Workplace Violence Event** first occurring during the **Policy Period**. Such **Workplace Violence Expenses** shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.

2. For purposes of this endorsement, the following terms shall have the following meanings:

"Workplace Site" shall mean all properties and buildings which the **Company** regularly occupies in conducting its business.

"Workplace Violence Event" shall mean any unlawful and intentional actual or threatened deadly force involving the display of a lethal weapon which occurs in or on the **Workplace Site** and which did or could reasonably result in the death or bodily injury of any **Insured Person**. **Workplace Violence Event** shall not include any event based upon, arising out of, or attributable to any:

- a. strike or similar labor action, war, invasion, act of foreign enemy or warlike operation (whether declared or not), civil war, or mutiny; or
- b. demand for any type of property including, but not limited to money or securities.

"Workplace Violence Expenses" shall only mean reasonable fees, cost, expenses incurred with the **Insurer's** prior written consent to hire:

- a. an independent public relations consultant, security consultant or forensic analyst for ninety (90) days immediately following the **Workplace Violence Event**;

- b. an independent consultant to provide counseling for **Employees** following the **Workplace Violence Event**;
or
 - c. an independent security guard to provide services for up to fifteen (15) days immediately following the **Workplace Violence Event**.
3. Notwithstanding anything in the Policy to the contrary, the **Insurer** shall not be liable to make any payment for **Workplace Violence Expenses** in connection with any **Workplace Violence Event** based upon, arising out of, or attributable to:
- a. any strike or similar labor action, war, invasion, act of foreign enemy or warlike operation (whether declared or not), civil war, or mutiny; or
 - b. any demand for any type of property including, but not limited to money or securities.
4. The **Insureds** shall, as a condition precedent to their rights under this Policy with respect to a **Workplace Violence Event**, give the **Insurer** notice in writing of any **Workplace Violence Event** which occurs during the **Policy Period**. Any notice provided hereto shall be given as soon as practicable after the <INSERT POSITION TITLE> or equivalent position of the **Parent Company** first learns of such **Workplace Violence Event** but in no event later than thirty (30) days after the **Workplace Violence Event** occurs.
5. Notwithstanding anything in the Policy to the contrary, all **Defense Costs** arising from a **Workplace Violence Event** shall be subject to a Retention amount of \$<XXXXX>, and not the amounts set forth in **Item 5.** of the Declarations as such.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

THIRD PARTY VIOLATION SUBLIMIT AND RETENTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything in the Policy to the contrary, all **Claims** alleging, arising out of, based upon or attributable to a **Third Party Violation** shall be subject to:

1. a sublimit of liability of \$<XXXXX>, which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations; and
2. a Retention amount of \$<XXXXX>, and not the amounts set forth in **Item 5.** of the Declarations.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

THIRD PARTY VIOLATION RETENTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything in the Policy to the contrary, all **Claims** alleging, arising out of, based upon or attributable to a **Third Party Violation** shall be subject to a Retention amount of \$<XXXXX>, and not the amounts set forth in **Item 5.** of the Declarations.

All other terms and conditions of this Policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SPECIFIC STATE SEPARATE RETENTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything in the policy to the contrary, all **Claims** made in the below listed State(s) shall be subject to the corresponding Retention amount for that State, and not the amounts set forth in **Item 5.** of the Declarations as such:

STATE(S)	RETENTION
<XXXX>	\$<XXXX> for all Mass/Class Action Claims and \$<XXXX> for all other Claims
<XXXX>	\$<XXXX> for all Mass/Class Action Claims and \$<XXXX> for all other Claims
<XXXX>	\$<XXXX> for all Mass/Class Action Claims and \$<XXXX> for all other Claims

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SPECIFIC ENTITY SEPARATE RETENTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything in the policy to the contrary, the Retention amount for any **Claim** made against **<SUBSIDIARY NAME>** (or any **Insured Person(s)** thereof) shall be \$**<XXXX>** for all **Mass/Class Action Claims** and \$**<XXXX>** for all other **Claims**, and not the amounts set forth in **Item 5.** of the Declarations as such.

All other terms and conditions of this policy remain unchanged.



ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

NOTICE OF CLAIMS AMENDED (BORDEREAU)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that in **Section VIII Notice**, paragraph **A. Claims**, is deleted in its entirety and replaced with the following:

A. Claims

The **Insureds** shall, as a condition precedent to their rights under this Policy with respect to a **Claim**, give the **Insurer** notice in writing of:

1. any Claim which is made during the Policy Period:

- that is a **Mass/Class Action Claim**;
- that is brought by any state, local or foreign government agency, including but not limited to the **EEOC**, or similar state, local or foreign agency; or
- once total **Loss** (including **Defense Costs**) for such **Claim** is reasonably estimated by the **<INSERT, if more than one separate last with an 'or'>** or equivalent position(s) of the **Parent Company** to exceed the lesser of: (i) \$**<XXXXX>**; or (ii) **<XX>**% of the applicable Retention;

as soon as practicable after the **<INSERT, if more than one separate last with an 'or'>** or equivalent position(s) of the **Parent Company** first learns of such **Claim**, but in no event later than **<##>** days after the end of the **Policy Period**.

- 2. any Claim which is made during the Policy Period not contemplated by 1. above in a **<QUARTERLY/SEMI-ANNUAL>** bordereau report, which shall contain all relevant information regarding Claims contained therein, including but not limited to a description of the Claim (including the name of the claimant(s), the nature of the actual or alleged Wrongful Acts, expected Loss (including Defense Costs) and any potentially relevant background information or documentation requested by the Insurer in connection with such Claim.**

In the event total **Loss** (including **Defense Costs**) for a **Claim** contained in any bordereau report provided to the **Insurer** becomes reasonably estimated by the <INSERT POSITION TITLE, if more than one separate last with an 'or'> or equivalent position(s) of the **Parent Company** to exceed the lesser of: (i) \$<XXXXXX>; or (ii) <XX>% of the applicable Retention, then the **Insured** shall identify such **Claim** to the **Insurer** as soon as reasonably practicable.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

PRIOR ACTS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the payment of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within the policy, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to any **Wrongful Acts** committed or allegedly committed prior to <DATE> or any **Related Wrongful Acts** thereto occurring after such date.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

PRIOR NOTICE EXCLUSION AMENDED (EPL POLICIES ONLY)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the payment of the premium for this Policy, it is hereby understood and agreed that in **Section III Exclusions**, paragraph **A. Prior Notice** is deleted in its entirety and replaced with the following:

A. Prior Notice

based upon, arising out of or attributable to any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given before the inception of the **Policy Period** under any employment practices liability policy or similar coverage part, provided the insurer of such policy or coverage part does not reject such notice as invalid.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SPOUSE, DOMESTIC PARTNERS, ESTATES AND LEGAL REPRESENTATIVES CLAUSE AMENDED (REMOVE "FORMAL")

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section XVII Spouses, Domestic Partners, Estates and Legal Representatives**, paragraph **A**. is deleted in its entirety and replaced with the following:

- A.** The coverage provided by this Policy shall also apply to an **Insured Person's** lawful spouse or domestic partner under applicable law or the provisions of any program established by the **Company**, but only for a **Claim** arising out of any actual or alleged **Wrongful Acts** of such **Insured Person**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

LOSS DEFINITION AMENDED (TRAINING AND PREVENTION PROGRAM COSTS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **14. "Loss"** is amended to include the following at the end thereof:

"Loss" shall also include the costs of any training, reeducation, sensitivity or "protected class" or other discrimination prevention programs which the **Company** is obligated to institute by reason of judgment, settlement or arbitration award for liability on account of a **Claim**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

EMPLOYMENT PRACTICES VIOLATION DEFINITION (ADDITIONAL ITEMS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph 6. **“Employment Practices Violation”**, is amended to include the following at the end thereof:

“Employment Practices Violation shall also mean any actual or alleged:

- i. failure to provide equal opportunity of employment;
- ii. improper use of background checks of violations of the Fair Credit Reporting Act;
- iii. use of genetic information in any employment decision, including but not limited to decisions to hire, fire, discipline, promote or demote, discriminate or deprive of employment opportunities in violation of the Genetic Information Nondiscrimination Act of 2008 or state or local law prohibiting employment discrimination on the basis of genetic predisposition;
- iv. violation of the Uniformed Services Employment and Reemployment Rights Act or other federal, state or local statute protecting the reemployment of military personnel;
- v. employment discrimination in violation of the Immigration Reform Control Act of 1986 of any other similar federal, state or local statute prohibiting discrimination on the basis of citizenship status

but only if the **Employment Practices Violation** relates to an **Employee** or applicants for employment with a **Company**, whether committed directly, indirectly, intentionally or unintentionally.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

EMPLOYEE DEFINITION (JOINT EMPLOYEE)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **5. "Employee"** is amended to include the following at the end thereof:

"Employee" shall also mean any natural person who at the time of an **Employment Practices Violation** was a joint-employee of the **Company** and an affiliate of the **Company**, including any franchisor or franchisee of the **Company**, but only to the extent that such individual is entitled to indemnification in the same manner and to the same extent as any other **Employee** of the **Company**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

EMPLOYMENT PRACTICES VIOLATION DEFINITION (ADD ADVERSE CHANGE)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **6. "Employment Practices Violation"**, subparagraph **g.** is deleted in its entirety and replaced with the following:

- g.** wrongful failure to employ or promote, wrongful deprivation of a career opportunity with the **Company**, or wrongful demotion, or any other adverse change in the terms and conditions of employment;

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

EMPLOYMENT PRACTICES VIOLATION DEFINITION (ADD PARTNERSHIP OR SHAREHOLDER RELATIONSHIP)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **6. "Employment Practices Violation"**, subparagraph **a.** is deleted in its entirety and replaced with the following:

- a.** wrongful dismissal, discharge or termination (either actual or constructive) of employment, partnership or shareholder relationship, including breach of an implied contract;

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

DEFENSE COSTS DEFINITION AMENDED (LOOK BACK COSTS FOR NOTIFIED CIRCUMSTANCES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **4. "Defense Costs"** is amended to include the following at the end thereof:

In the event that:

1. the **Insureds** give a valid notice to the **Insurer** pursuant to **Section VIII Notice**, paragraph **B. Potential Claims**; and
2. such notice is not rejected as insufficient by the **Insurer**; and
3. such circumstances ultimately result in an otherwise covered **Claim** under this Policy; and
4. the **Insureds** request and receive written consent from the **Insurer** to engage counsel;

then, subject to all other terms, conditions and exclusions of the Policy, **"Defense Costs"** shall also include all reasonable fees, costs and expenses incurred in connection with any such circumstances that are incurred: (i) on or after the date such notice is received by the **Insurer**; and (ii) prior to the time such specific circumstances result in an otherwise covered **Claim** under this Policy.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

BI/PD EXCLUSION AMENDED (ABSOLUTE)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section III. Exclusions**, paragraph **B. Bodily Injury/Property Damage** is deleted in its entirety and replaced with the following:

B. Bodily Injury/Property Damage

based upon, arising out of, attributable to, or in any way involving, either directly or indirectly, any actual or alleged for any actual or alleged bodily injury (other than mental anguish and emotional distress), sickness, disease, death or damage to or destruction of any tangible property, including the loss of use thereof.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

CLAIM DEFINITION AMENDED (REMOVE WRITTEN)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **2. "Claim"**, subparagraph **a.** is deleted in its entirety and replaced with the following:

- a.** any demand:
 - i.** for monetary or non-monetary (including injunctive) relief, including a request to toll any statute of limitations; or
 - ii.** to engage in arbitration or mediation;
- which shall be deemed first made upon receipt by the **Insured** of such demand;

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

CLAIM DEFINITION AMENDED (TOLL OR WAIVE STATUTE OF LIMITATIONS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **2. "Claim"**, subparagraph **a.** is deleted in its entirety and replaced with the following:

- a.** a written demand:
 - i.** for monetary or non-monetary (including injunctive) relief, including a request to toll or waive any statute of limitations; or
 - ii.** to engage in arbitration or mediation;
- which shall be deemed first made upon receipt by the **Insured** of such demand;

All other terms and conditions of this Policy remain unchanged.



ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

CONDITIONAL AUTOMATIC RENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed as follows:

1. Upon expiration of the **Policy Period** the **Insurer** shall renew this Policy (herein the "Renewal Policy") unless:
 - a. During the **Policy Period**, the Policy has been cancelled by the **Insurer** pursuant to **Section XII B.**;
 - b. During the **Policy Period**, the **Parent Company** has experienced a merger or acquisition as described in **Section IX A.**;
 - c. During the **Policy Period**, an entity first qualifies as a **Subsidiary** as described in **Section IX B. 2.**;
 - d. During the **Policy Period**, a **Claim** has been made against any **Insured**;
 - e. During the **Policy Period**, a circumstance that may reasonably be expected to give rise to a **Claim** has been noticed to the **Insurer** pursuant to **Section VIII B.**; or
 - f. _____.
2. The **Renewal Policy** shall be deemed a new policy, and not a continuation of this Policy.
3. The **Renewal Policy** shall contain terms and conditions no less favorable as those contained in this Policy, except:
 - a. The **Policy Period** for the **Renewal Policy**, as shall be set forth in **Item ____** of the Declarations of such **Renewal Policy**, shall be _____;
 - b. The premium for the **Renewal Policy**, as shall be set forth in **Item ____** of the Declarations of such **Renewal Policy**, shall be _____; and
 - c. The **Renewal Policy** shall not contain this endorsement.

4. If, upon expiration of the **Policy Period**, any federal or state law or common law or regulation would prohibit the **Insurer** from renewing this Policy as provided in Paragraph **3.** above, including at the premium listed therein, all rights and obligations of both the **Insurer** and the **Insureds** under this endorsement shall be terminated.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

DEFENSE COSTS DEFINITION AMENDED (ADD CHARGES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **4. "Defense Costs"** is deleted in its entirety and replaced with the following:

- 4. "Defense Costs"** shall mean that part of **Loss** consisting of:
- a.** reasonable fees, costs, charges and expenses incurred by the **Insureds** in the defense or appeal of any **Claim**, including the costs of an appeal bond, attachment bond or similar bond, but does not include the obligation to apply for or furnish such bonds; and
 - b.** reasonable fees, costs, charges and expenses incurred by the **Insureds** at the **Insurer's** request to assist the **Insurer** in investigating a **Claim**.

Defense Costs shall not include (i) any salaries, wages, overhead, benefits or benefit expenses associated with any **Insured**, or (ii) any fees, costs or expenses incurred by an **Insured** prior to the time that the **Claim** is first made against the **Insured**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

DISCOVERY PERIOD AMENDED (NUMBER OF DAYS TO ELECT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that in **Section XI Discovery Period**, paragraph **B.** is deleted in its entirety and replaced with the following:

- B.** As a condition precedent to the right to purchase the **Discovery Period**, the total premium for this Policy must have been paid and a written request to elect the **Discovery Period**, together with payment of the additional premium for the **Discovery Period**, must be provided to the **Insurer** no later than **##** days following the effective date of such non-renewal or cancellation. The premium paid for the **Discovery Period** is deemed fully earned at the inception of the **Discovery Period**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

KNOWN WRONGFUL ACTS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, or in any way involving any **Wrongful Act** occurring prior to <DATE> , if, as of such date, any **Insured** knew or reasonably could have foreseen that such **Wrongful Act** could result in a **Claim**. All **Loss** arising out of the **Related Wrongful Act(s)** shall be deemed to arise from the first such **Wrongful Act(s)**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM:
Forms a part of Policy No.:
Issued to:
By:

DATE
POLICY NUMBER
ISSUED TO
WRITING COMPANY

NOTICE OF CLAIMS AMENDED (CHANGE OFFICES AND DAYS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that in **Section VIII Notice**, paragraph **A. Claims**, is deleted in its entirety and replaced with the following:

A. Claims

The **Insureds** shall, as a condition precedent to their rights under this Policy with respect to a **Claim**, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period**. Any notice provided pursuant to this section shall be given as soon as practicable after the <INSERT, if more than one separate last with an 'or'> or equivalent position(s) of the **Parent Company** first learns of such **Claim**, but in no event later than <##> days after the end of the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

PENDING AND PRIOR DATE AMENDED (SPECIFIC ENTITY)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything in the policy to the contrary, the **Pending and Prior Date** for any **Claim** made against <SUBSIDIARY NAME> (or any **Insured Person(s)** thereof) shall be <DATE> and not the date set forth as such in **Item 8.** of the Declarations.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

PENDING AND PRIOR DATE AMENDED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Item 8.** of the Declarations is deleted in its entirety and replaced with the following:

8. Pending and Prior Date:

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

REMOVE THIRD PARTY VIOLATION COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. In **Section III Definitions**, paragraph **24. "Wrongful Act"** is amended by deleting subparagraph **b.** thereof in its entirety.
2. Notwithstanding anything in the Policy to the contrary, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** based upon, arising out of or attributable to any **Third Party Violation**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SPECIFIC ENTITY EXCLUSION (CLAIMS AGAINST)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this Policy, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any entity(ies) listed below, including any subsidiary or affiliate of such entity, and/or any **Insured Person** of any such entity(ies):

ENTITY

<XXXXX>

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SPECIFIC ENTITY EXCLUSION (CLAIMS BY OR ON BEHALF OF)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this Policy, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** brought by or on behalf of any entity listed below, including any affiliate or subsidiary thereof:

ENTITY

<XXXXX>

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SPECIFIC ENTITY EXCLUSION (CLAIMS BY, ON BEHALF OF OR AGAINST)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything to the contrary contained within this Policy, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** that is: (i) brought by or on behalf of; or (ii) made against; any entity listed below:

ENTITY

<XXXXX>

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

STATE AMENDATORY INCONSISTENCY MOST FAVORED TERMS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that in the event that there is an inconsistency between a state amendatory attached to this Policy and any term or condition of this Policy, then, where permitted by law, the **Insurer** shall apply those terms and conditions of either the amendatory or the Policy which are more favorable to the **Insured**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

ADDITIONAL INSURED (CODEFENDANT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **3. "Company"** is amended to include the below listed entity(ies), including any **Insured Person** of such entity(ies), (the **"Additional Insureds"**), but only with respect to **Claims** also made and continuously maintained against an **Insured** (other than the **Additional Insureds**).

ENTITY(IES)

<XXXXX>

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

ADDITIONAL INSURED (VICARIOUS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **3. "Company"** is amended to include the below listed entity(ies), including any **Insured Person** of such entity(ies), (the **"Additional Insureds"**), but only with respect to **Claims** alleging **Wrongful Acts** of an **Insured** (other than the **Additional Insureds**).

ENTITY(IES)

<XXXXX>

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

ADDITIONAL INSURED (VICARIOUS, CODEFENDANT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **3. "Company"** is amended to include the below listed entity(ies), including any **Insured Person** of such entity(ies), (the "**Additional Insureds**"), but only with respect to **Claims** alleging **Wrongful Acts** of an **Insured** (other than the **Additional Insureds**) where such **Claim** is also made and continuously maintained against an **Insured** (other than the **Additional Insureds**).

ENTITY(IES)

<XXXXX>

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **3. "Company"** is amended to include the below listed entity(ies), including any **Insured Person** of such entity(ies), (the "**Additional Insureds**").

ENTITY(IES)

<XXXXX>

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the returned premium of \$#####, it is hereby understood and agreed that, at the request of the **Parent Company** and subject to the terms and conditions of **Section XII. Cancellation or Non-Renewal**, this Policy is cancelled *pro rata* on and as of <Date>. The **Insurer** shall not be liable for any **Loss** in connection with any **Claim** made on or after the date of <Date>.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

CLAIM DEFINITION AMENDED (ADD ALTERNATIVE DISPUTE RESOLUTION PROCESS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **2. "Claim"**, subparagraph **a.** is deleted in its entirety and replaced with the following:

- a.** a written demand:
 - i.** for monetary or non-monetary (including injunctive) relief, including a request to toll any statute of limitations; or
 - ii.** to engage in arbitration, mediation or other alternative dispute resolution proceeding;
- which shall be deemed first made upon receipt by the **Insured** of such demand;

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

DEFENSE AND SETTLEMENT PROVISION AMENDED (ABILITY TO INCUR DEFENSE COSTS UP TO A CERTAIN AMOUNT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the payment of the premium for this Policy, it is hereby understood and agreed that in **Section VII Defense and Settlement**, paragraph **A. Defense of Claims**, subparagraph **2.** is deleted in its entirety and replaced with the following:

- 2.** The **Insureds** shall not incur **Defense Costs** in excess of \$<XXXX> in connection with any **Claim** without the prior written consent of the **Insurer**, which consent shall not be unreasonably withheld or delayed. The **Insurer** shall not be liable under this Policy for any **Defense Costs** incurred without such consent.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

DELETE ENDORSEMENT (AP/RP)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY

In consideration of the <returned or additional> premium of \$<XXXXX>, it is hereby understood and agreed that Endorsement Number <##> <TITLE> is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

DELETE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY

In consideration of the premium for this Policy, it is hereby understood and agreed that Endorsement Number <##>
<TITLE> is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

**DISCOVERY PERIOD AMENDED
(UP TO THREE YEARS)****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****This endorsement modifies insurance provided under the following:****EMPLOYMENT PRACTICES LIABILITY POLICY**

In consideration of the payment of the premium for this Policy, it is hereby understood and agreed that **Item 7. Discovery Period** of the Declarations is deleted in its entirety and replaced with the following:

7. Discovery Period:	A.	Additional Period:	Up to three years	
	B.	Additional Premium:	\$	for one year
			\$	for two years
			\$	for three years

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

DISCOVERY PERIOD PREMIUM AMENDED (ADD "NO MORE THAN")

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the payment of the premium for this Policy, it is hereby understood and agreed that in **Section XI Discovery Period**, paragraph **A.** is deleted in its entirety and replaced with the following:

- A.** In the event the **Insurer** refuses to renew this Policy or the **Parent Company** cancels or non-renews this Policy, the **Parent Company** and the **Insured Persons** shall have the right to elect an extension of the coverage provided by this Policy for the time period set forth **Item 7.A** of the Declarations for an additional premium no more than the amount set forth in **Item 7.B** of the Declarations. Coverage for any **Claim** deemed first made during the Discovery Period shall apply only with respect to any **Wrongful Act** committed or alleged to have been committed before the expiration date of the **Policy Period** as listed in **Item 3** of the Declarations.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

DISPUTE RESOLUTION PROCESS PROVISION AMENDED (STATUTE OF LIMITATIONS TOLLED)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section XV Dispute Resolution Process** is deleted in its entirety and replaced with the following:

Section XV Dispute Resolution Process

The **Insurer** and the **Insureds** shall attempt in good faith to resolve any dispute arising out of or relating to this Policy promptly by negotiation between executives with authority to settle such dispute. If any dispute cannot be resolved through negotiation, the parties agree that they will submit the dispute to non-binding mediation. The parties will use best efforts to agree on the terms of any such mediation process, but if they do not agree within thirty (30) days of either party requesting mediation, the dispute will be submitted to JAMS for mediation. Each party will bear their own costs, regardless of the mediation process used. If the dispute is not settled at mediation, no party may commence an action against any other party until at least thirty (30) days after the final mediation session. The **Insurer** and the **Insureds** agree that any applicable statute of limitations for the matter subject to such mediation shall be tolled during the pendency of such mediation and for the thirty (30) days after the final mediation session.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

EMPLOYEE DEFINITION (JOINT EMPLOYEE, SUBLIMIT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **5. "Employee"** is amended to include the following at the end thereof:

"Employee" shall also mean any natural person who at the time of an **Employment Practices Violation** was a joint-employee of the **Company** and an affiliate of the **Company**, including any franchisor or franchisee of the **Company**, but only to the extent that such individual is entitled to indemnification in the same manner and to the same extent as any other **Employee** of the **Company**.

Notwithstanding anything in the Policy to the contrary, all **Claims** made against joint-employee as contemplated above shall be subject to a sublimit of liability of \$<XXXXX>, which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

EMPLOYMENT PRACTICES VIOLATION DEFINITION (HIPAA AND FCRA VIOLATIONS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the policy is amended as follows:

1. **Section II. Definitions**, paragraph 6. **“Employment Practices Violation”**, subparagraph **f.** is deleted in its entirety and replaced with the following:
 - f.** employment-related libel, slander, humiliation, defamation or invasion of privacy (including, but not limited to, an invasion of privacy in violation of the Health Insurance Portability and Accountability Act;
2. **Section II. Definitions**, paragraph 6. **“Employment Practices Violation”**, is amended to include the following at the end thereof:

“Employment Practices Violation shall also mean any actual or alleged improper use of background checks in violations of the Fair Credit Reporting Act relating to an **Employee** or applicants for employment with a **Company**, whether committed directly, indirectly, intentionally or unintentionally.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

IMMIGRATION CLAIM DEFENSE COSTS COVERAGE (RETENTION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. In **Section II. Definitions**, paragraph 2. **"Claim"** is amended to include the following at the end thereof:
"Claim" shall also include any **Immigration Claim**, solely with respect to **Defense Costs** arising from such **Immigration Claim**.
2. For purposes of this endorsement, **"Immigration Claim"** shall mean any investigation of any **Insured**, commenced by the service upon such **Insured** of a notice of inspection, investigation or audit, by a governmental agency for actually or allegedly harboring, hiring or employing actual or alleged illegal aliens in violation of the Immigration Reform and Control Act of 1986, as amended, or any similar federal or state statutory law.
3. Notwithstanding anything in the Policy to the contrary, all **Defense Costs** arising from an **Immigration Claim** shall be subject to a Retention amount of \$<XXXXX>, and not the amounts set forth in **Item 5.** of the Declarations as such.

All other terms and conditions of this Policy remain unchanged.



ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

IMMIGRATION CLAIM DEFENSE COSTS COVERAGE (SUBLIMIT AND RETENTION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. In **Section II. Definitions**, paragraph 2. **"Claim"** is amended to include the following at the end thereof:
"Claim" shall also include any **Immigration Claim**, solely with respect to **Defense Costs** arising from such **Immigration Claim**.
2. For purposes of this endorsement, **"Immigration Claim"** shall mean any investigation of any **Insured**, commenced by the service upon such **Insured** of a notice of inspection, investigation or audit, by a governmental agency for actually or allegedly harboring, hiring or employing actual or alleged illegal aliens in violation of the Immigration Reform and Control Act of 1986, as amended, or any similar federal or state statutory law.
3. Notwithstanding anything in the Policy to the contrary, all **Defense Costs** arising from an **Immigration Claim** shall be subject to a sublimit of liability of \$<XXXXX>, which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.
4. Notwithstanding anything in the Policy to the contrary, all **Defense Costs** arising from an **Immigration Claim** shall be subject to a Retention amount of \$<XXXXX>, and not the amounts set forth in **Item 5.** of the Declarations as such.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

IMMIGRATION CLAIM DEFENSE COSTS COVERAGE (SUBLIMIT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. In **Section II. Definitions**, paragraph 2. **"Claim"** is amended to include the following at the end thereof:
"Claim" shall also include any **Immigration Claim**, solely with respect to **Defense Costs** arising from such **Immigration Claim**.
2. For purposes of this endorsement, **"Immigration Claim"** shall mean any investigation of any **Insured**, commenced by the service upon such **Insured** of a notice of inspection, investigation or audit, by a governmental agency for actually or allegedly harboring, hiring or employing actual or alleged illegal aliens in violation of the Immigration Reform and Control Act of 1986, as amended, or any similar federal or state statutory law.
3. Notwithstanding anything in the Policy to the contrary, all **Defense Costs** arising from an **Immigration Claim** shall be subject to a sublimit of liability of \$<XXXXX>, which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

IMMIGRATION CLAIM DEFENSE COSTS COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. In **Section II. Definitions**, paragraph 2. **"Claim"** is amended to include the following at the end thereof:
"Claim" shall also include any **Immigration Claim**, solely with respect to **Defense Costs** arising from such **Immigration Claim**.
2. For purposes of this endorsement, **"Immigration Claim"** shall mean any investigation of any **Insured**, commenced by the service upon such **Insured** of a notice of inspection, investigation or audit, by a governmental agency for actually or allegedly harboring, hiring or employing actual or alleged illegal aliens in violation of the Immigration Reform and Control Act of 1986, as amended, or any similar federal or state statutory law.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

LIMIT OF LIABILITY AMENDED (AP/RP)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the <returned or additional> premium of \$<XXXXX>, it is hereby understood and agreed that **Item 4. Limit of Liability** of the Declarations is deleted in its entirety and replaced with the following:

4. Limit of Liability: Aggregate Limit of Liability for all **Claims:** \$

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

LIMIT OF LIABILITY AMENDED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Item 4. Limit of Liability** of the Declarations is deleted in its entirety and replaced with the following:

4. Limit of Liability: Aggregate Limit of Liability for all **Claims:** \$

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

LOSS DEFINITION AMENDED (PLAINTIFFS' ATTORNEY FEES)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Section II. Definitions**, paragraph **14. "Loss"** is amended to include the following at the end thereof:

"Loss" shall also include plaintiffs' attorney fees for which the **Insured** is responsible pursuant to a covered settlement or judgement.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

NAMED POLICYHOLDER AND ADDRESS CHANGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Item 1.** of the Declarations is deleted in its entirety and replaced with the following:

1. Parent Company:

Mailing Address:

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

PENDING AND PRIOR LITIGATION EXCLUSION AMENDED (EMPLOYMENT PRACTICES VIOLATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the payment of the premium for this Policy, it is hereby understood and agreed that in **Section III Exclusions**, paragraph **F. Pending and Prior Litigation** is deleted in its entirety and replaced with the following:

F. Pending and Prior Litigation

based upon or arising out of or attributable to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation or any alternative dispute resolution proceeding in connection with an actual or alleged **Employment Practices Violation** that was pending on or prior to the **Pending and Prior Date** as set forth in **Item 8** of the Declarations.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

POLICY PERIOD EXTENDED ENDORSEMENT (AP)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the additional premium of \$<XXXXX>, it is hereby understood and agreed that **Item 3. Policy Period** of the Declarations is deleted in its entirety and replaced with the following:

3. Policy Period:

From:

12:01 a.m. local time at Mailing Address listed in Item 1, above.

It is further understood and agreed that the **Limit of Liability** for the extended **Policy Period** shall be part of and not in addition to the **Limit of Liability** set forth in **Item 4** of the Declarations and shall in no way increase such **Limit of Liability**.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

POLICY PERIOD EXTENDED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Item 3. Policy Period** of the Declarations is deleted in its entirety and replaced with the following:

3. Policy Period:

From:

12:01 a.m. local time at Mailing Address listed in Item 1, above.

It is further understood and agreed that the **Limit of Liability** for the extended **Policy Period** shall be part of and not in addition to the **Limit of Liability** set forth in **Item 4** of the Declarations and shall in no way increase such **Limit of Liability**.

All other terms and conditions of this Policy remain unchanged.



ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

PRE-APPROVED COUNSEL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. The **Insurer** agrees to select from the below "**Listed Law Firm(s)**" to defend a **Claim** made in such **Listed Law Firm(s)** corresponding "**Jurisdiction**" and subject to the **Listed Law Firm(s)** corresponding "**Maximum Hourly Rates**":

Listed Law Firm(s)	Jurisdiction	Maximum Hourly Rate
		\$<XXX> per hour for partners, \$<XXX> per hour for associates \$<XXX> per hour for paralegals
		\$<XXX> per hour for partners, \$<XXX> per hour for associates \$<XXX> per hour for paralegals
		\$<XXX> per hour for partners, \$<XXX> per hour for associates \$<XXX> per hour for paralegals
		\$<XXX> per hour for partners, \$<XXX> per hour for associates \$<XXX> per hour for paralegals

2. The **Maximum Hourly Rates** for any **Listed Law Firm(s)** shall be the maximum amount the **Insurer** shall be liable to pay for **Defense Costs** incurred by such **Listed Law Firm(s)** and any amounts incurred in excess thereof shall be the sole responsibility of the **Insured**.

3. The **Insured** shall see to it that the **Listed Law Firm(s)** agrees to follow the **Insurer's** Litigation Management Guidelines, a copy of which will be provided by the **Insurer** to either the **Insured** or the **Listed Law Firm(s)** upon request.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

RELIANCE ON ANOTHER INSURANCE COMPANY'S APPLICATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the **Insurer** has relied upon the information, statements, representations and warranties in the **[Other Insurance Company] [Policy Name]** Application, including any materials attached thereto, completed by the **Parent Organization** and dated **[Date]**. Such application is made a part of this Policy and operates as the **Insurer's** own application and any statements, representations and warranties made in such other application shall be deemed made to the **Insurer** of this Policy.

All other terms and conditions of this Policy remain unchanged.



ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

RETENTION AMENDED (AP/RP)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the <returned or additional> premium of \$<XXXXX>, it is hereby understood and agreed that **Item 5.** of the Declarations is deleted in its entirety and replaced with the following:

5. A. Retention	\$	Each Claim
B. Mass/Class Action Claim Retention:	\$	Each Mass/Class Action Claim

No Retention shall apply to **Claims** under Insuring Agreement I.A.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

RETENTION AMENDED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that **Item 5.** of the Declarations is deleted in its entirety and replaced with the following:

5. A. Retention	\$	Each Claim
B. Mass/Class Action Claim Retention:	\$	Each Mass/Class Action Claim

No Retention shall apply to **Claims** under Insuring Agreement I.A.

All other terms and conditions of this Policy remain unchanged.



ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SEVERABILITY OF THE APPLICATION AMENDED (VARIABLE POSITIONS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that in **Section XIII Application**, paragraph **C.** is deleted in its entirety and replaced with the following:

- C.** If any statement in the **Application** was (i) not accurate and complete and (ii) either was made with the intent to deceive or materially affected the acceptance of the risk or hazard assumed by the **Insurer** under this Policy, then the **Insurer** shall not be liable to make any payment for **Loss** in connection with that portion of any **Claim** based upon, arising out of or in consequence of the facts that were not accurately and completely disclosed in the **Application**, to the extent such **Loss** is incurred by:
1. an **Insured Person** who knew, prior to the **Policy Period**, the facts that were not accurately and completely disclosed in the **Application** if prior to the **Policy Period** a reasonable person would have believed such facts were likely to give rise to a **Claim**; or
 2. any **Company**, if the <XXXXXX> knew, prior to the **Policy Period**, the facts that were not accurately and completely disclosed in the **Application** if prior to the **Policy Period** a reasonable person would have believed such facts were likely to give rise to a **Claim**,

whether or not such **Insured Person** or human resource manager knew the **Application** contained such inaccurate and incomplete information.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SPECIFIC ENTITY SEPARATE SUBLIMIT AND RETENTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything in the Policy to the contrary, all **Claims** made against <XXXXX> (or any **Insured Person** thereof) shall be subject to:

1. a sublimit of liability of \$<XXXXX>, which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations; and
2. Retention amounts of \$<XXXXX> for all **Mass/Class Action Claims** and \$<XXXXX> for all other **Claims**, and not the amounts set forth in **Item 5.** of the Declarations as such.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SPECIFIC ENTITY SUBLIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything in the Policy to the contrary, all **Claims** made against <XXXXXX> (or any **Insured Person** thereof) shall be subject to a sublimit of liability of \$<XXXXXX>, which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.

All other terms and conditions of this Policy remain unchanged.



ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SPECIFIC STATE SEPARATE SUBLIMIT AND RETENTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything in the policy to the contrary, all **Claims** made in the below listed State(s) shall be subject to: (i) the corresponding sublimit of liability for such State(s), which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations; and (ii) the corresponding Retention amount for that State, and not the amounts set forth in **Item 5.** of the Declarations as such:

STATE(S)	SUBLIMIT OF LIABILITY	RETENTION
<XXXX>	\$<XXXX>	\$<XXXX> for all Mass/Class Action Claims and \$<XXXX> for all other Claims
<XXXX>	\$<XXXX>	\$<XXXX> for all Mass/Class Action Claims and \$<XXXX> for all other Claims
<XXXX>	\$<XXXX>	\$<XXXX> for all Mass/Class Action Claims and \$<XXXX> for all other Claims

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

SPECIFIC STATE SEPARATE SUBLIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything in the policy to the contrary, all **Claims** made in the below listed State(s) shall be subject to the corresponding sublimit of liability for such State(s), which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations:

STATE(S)	SUBLIMIT OF LIABILITY
<XXXX>	\$<XXXX>
<XXXX>	\$<XXXX>
<XXXX>	\$<XXXX>

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

THIRD PARTY VIOLATION SUBLIMIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that, notwithstanding anything in the Policy to the contrary, all **Claims** alleging, arising out of, based upon or attributable to a **Third Party Violation** shall be subject to a sublimit of liability of \$<XXXXX>, which amount shall be part of, and not in addition to, the **Limit of Liability** set forth in the Declarations.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

TIE-IN OF LIMITS (ABSOLUTE)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the maximum liability of the **Insurer** for all **Loss** under this Policy and the policy(ies) scheduled below (or any renewal or replacement of such policy(ies)) shall be \$#####.

Any payment of **Loss** (or any foreign equivalent), including **Defense Costs** (or any foreign equivalent), by the **Insurer** made under the policy(ies) scheduled below will reduce the Aggregate Limit Liability as shown in **Item 4.** of the Declarations of this Policy. Further, nothing herein shall serve to increase the Aggregate Limit of Liability of this Policy or the limit(s) of liability of the policy(ies) scheduled below:

<<INSERT INFORMATION FOR OTHER POLICY(IES), INCLUDING THE NUMBER, THE ENTITY THAT IT WAS ISSUED TO AND THE INSURER NAME>>

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

TIE-IN OF LIMITS (COMMON CLAIM)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the maximum liability of the **Insurer** for all **Loss** arising from a **Claim** both covered under this Policy and a claim covered under the policy(ies) scheduled below (or any renewal or replacement of such policy(ies)) shall be \$#####.

Any payment of **Loss** (or any foreign equivalent), including **Defense Costs** (or any foreign equivalent), by the **Insurer** for **Loss** arising from a **Claim** both covered under this Policy and a claim covered under the policy(ies) scheduled below will reduce the Aggregate Limit Liability as shown in **Item 4**. Of the Declarations of this Policy. Further, nothing herein shall serve to increase the Aggregate Limit of Liability of this Policy or the limit(s) of liability of the policy(ies) scheduled below:

<<INSERT INFORMATION FOR OTHER POLICY(IES), INCLUDING THE NUMBER, THE ENTITY THAT IT WAS ISSUED TO AND THE INSURER NAME>>

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

WAIVER OF TRANSACTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the following event shall not be deemed a “**Transaction**” for purposes of **Section IX.A. Merger or Acquisition of Parent Company**, and all terms and conditions set forth in **Section IX.A.** remain unchanged.

<<insert description/date of transaction being waived>>

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

PENDING AND PRIOR LITIGATION EXCLUSION DELETED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood that the **Pending and Prior Date** set forth in **Item 8.** of the Declarations, and paragraph **F. Pending and Prior Litigation** set forth in **Section III. EXCLUSIONS** of the Policy, are deleted in their entirety.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

CANCELLATION AMENDED CANCELLATION PROVISION AMENDED (VARIABLE DAYS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that in **Section XII Cancellation or Non-Renewal**, paragraph **B.** is deleted in its entirety and replaced with the following:

- B.** This Policy may be cancelled by the **Insurer** only for nonpayment of premium. Such cancellation shall be effective on the date specified in the written notice of cancellation given by the **Insurer** to the **Parent Company**, provided such date is at least **<NUMBER>** (**<##>**) days after the date such notice is given. If the **Parent Company** pays in full the premium due prior to such effective date, the **Insurer's** notice of cancellation shall be ineffective.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

LOSS DEFINITION AMENDED (REMOVE POLLUTANT EXCLUSION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that in **Section II Definitions**, paragraph **15. "Loss"**, subparagraph **vi.** is deleted in its entirety.

All other terms and conditions of this Policy remain unchanged.



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

REDLINING EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured** based upon, arising out of or attributable to a pattern or practice of discrimination by the **Insured** in refusing to make a loan, lending and/or financing for dwellings, or extending credit on the basis of race, marital status, national origin, age, religion, disability, receipt of public assistance, or postal zip codes, regardless of the applicant's credit record, with respect to persons or properties in specified geographic areas, including but not limited to any actual or alleged violations of the Fair Housing Act, the Equal Credit Opportunity Act, including any similar state or local law, or any rules or regulations promulgated thereunder.

By:

Date:

All other terms and conditions of this Policy remain unchanged.



Employment Practices Liability Insurance

Part of the Executive First® Suite

Mainform Application

NOTICE: COMPLETION OF THIS APPLICATION DOES NOT BIND THE INSURER TO OFFER, NOR THE APPLICANT TO PURCHASE, INSURANCE. THE INSURER WILL RELY UPON THE ACCURACY AND COMPLETENESS OF THIS APPLICATION, INCLUDING INFORMATION SUPPLIED VIA ATTACHMENT AND IN PUBLIC FILINGS. THIS APPLICATION WILL FORM THE BASIS OF, AND BECOME PART OF, ANY RESULTING POLICY. COVERAGE UNDER ANY SUCH POLICY WILL BE ON A CLAIMS-MADE AND REPORTED BASIS. SUBJECT TO ITS PROVISIONS, THE POLICY APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER AS REQUIRED BY THE TERMS OF THE POLICY. COVERED DEFENSE COSTS WILL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT OF LIABILITY AND ANY SUBLIMITS OF LIABILITY UNDER SUCH POLICY, AND SHALL ALSO BE SUBJECT TO APPLICABLE RETENTION AMOUNTS. THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND.

The term "Applicant" shall mean the Parent Company applying for this insurance and all of its Subsidiaries. Please answer the questions in this Application. If an answer requires additional detail, please attach a separate sheet.

I. General Information

1. Company to be named on the Declarations ("Parent Company"):

Address of Parent Company:

2. Nature of Operations and Primary SIC Code:

3. Insurance amount requested
(Aggregate Limit of Liability):

\$

4. Self-insured, per-Claim retention requested:

a) non-Mass/Class Action:

a. \$

b) Mass/Class Action:

b. \$

5. Policy period requested:



II. Employee Count

1. Domestic (U.S.) Employees:	Current Year	Prior Year
a) Full-time		
b) Part-time (including leased and seasonal)		
c) Independent contractors		
d) Unpaid interns/apprentices		
e) Volunteers		
f) Number of hourly employees		
g) Number of employees in a-e above located in CA		
h) Number of employees in a-e above located in FL, MS, NJ, NY, TN, WV		
2. Foreign (non U.S.) Employees:		

III. Changes in Workforce

- During the past 12 months has the Applicant had or in the next 12 months does the Applicant expect any layoffs, office or facility closures, or reductions in workforce?
 - If "Yes," was severance provided or will it be provided?
 - If "Yes" to 1.a), are recipients of severance required to sign releases?
- During the past 12 months has the Applicant had or in the next 12 months does the Applicant expect any mergers, acquisitions, or divestments?

☐ Yes ☐ No
☐ Yes ☐ No
☐ Yes ☐ No

☐ Yes ☐ No

If "Yes" to any of the above, please provide details on an attachment. Include the number of employees laid off or expected to be laid off or divested, and whether severance was or will be provided, including details of signed releases, if any.

IV. U.S. Salary Ranges

Employee Salary Ranges (Including Bonuses):	% of Employees in Range Current Year	% of Employees in Range Prior Year
Up to \$50,000		
\$50,001 to \$150,000		
\$150,001 - \$250,000		
\$250,001 - \$500,000		
Over \$500,000		



V. Policies and Procedures

1. a) Does the Applicant distribute an employee handbook to every employee?

☐ Yes ☐ No

If the answer is "No," please skip to Question 3.

b) Are employees required to acknowledge in writing receipt of the handbook?

☐ Yes ☐ No

2. Does the handbook include policies with respect to:

a) Equal Employment Opportunity?

☐ Yes ☐ No

b) Discrimination?

☐ Yes ☐ No

c) Sexual Harassment?

☐ Yes ☐ No

d) Handling complaints of sexual harassment or discrimination?

☐ Yes ☐ No

e) Hiring and termination of employees?

☐ Yes ☐ No

If the answer to any part of Question 2 is "No," please provide details.

3. Are all terminations reviewed by

a) Human Resources?

☐ Yes ☐ No

b) Counsel (Internal or external)?

☐ Yes ☐ No

4. Is there a full-time human resources manager or department?

☐ Yes ☐ No

5. Does the Applicant conduct training regarding discrimination and sexual harassment policies and procedures?

☐ Yes ☐ No

6. Does labor relations counsel review employment policies, procedures, and material at least annually?

☐ Yes ☐ No

7. Does the Applicant have written procedures in place regarding:

a) Employment at will?

☐ Yes ☐ No

b) ADA (Americans with Disabilities Act) accommodations?

☐ Yes ☐ No

8. Are applications for employment uniform throughout the organization?

☐ Yes ☐ No

If "No" to any of the above, please provide details.

9. Are criminal background checks used in the hiring or promotion process?

☐ Yes ☐ No

10. Are credit checks used in the hiring or promotion process?

☐ Yes ☐ No

11. If the Applicant is or has been a federal contractor, has the Applicant been subject to an OFCCP (Office of Federal Contract Compliance Programs) investigation or audit?

☐ Yes ☐ No

If "Yes" to any question 9 – 11, please provide details.

VI. Third Party Information



1. What percentage of employees interact with customers or the general public as part of their job duties?
2. Does the Applicant have written anti-harassment and anti-discrimination policies regarding treatment of customers and other non-Employees?

%
☐ Yes ☐ No

VII. Past Activities

1. In the past three years, has any Applicant, in any capacity, been involved in any of the following matters?
 - a) EEOC (Equal Employment Opportunity Commission) or other similar administrative proceeding, regulatory action or investigation
 - b) Employment-related civil suit or claim
 - c) Claim(s) by third parties for harassment or discrimination

If "Yes" to any of the above, please provide details.
2. Has any prior insurer made any payments or been sent notice of a claim or potential claim any time within the past three years?
3. Has any prior insurer non-renewed any employment practices liability insurance any time in the past three years? (MISSOURI APPLICANTS NEED NOT REPLY)

☐ Yes ☐ No
☐ Yes ☐ No
☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

If "Yes to any of the above," please provide details.

VIII. Warranty Questions/Statement



Does any person or entity for whom this insurance is intended have any knowledge or information of any act, error, omission, fact or circumstance which a reasonable person would believe may give rise to a Claim which may fall within the scope of the proposed insurance?

☐ Yes ☐ No

IT IS AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS, ANY CLAIM ARISING THEREFROM (WHETHER OR NOT DISCLOSED HEREIN), IS EXCLUDED FROM THE PROPOSED COVERAGE. SUCH EXCLUSION WILL NOT OPERATE AS A WAIV OF ANY OTHER REMEDIES THE INSURER MAY HAVE. IT IS FURTHER AGREED THAT THIS STATEMENT MADE THEREON SHALL BE DEEMED AN EXPRESS WARRANTY FOR ALL INSUREDS WHICH HAS BEEN RELIED UPON BY THE INSURER PURSUANT TO THE ISSUANCE OF COVERAGE.

IX. Submissions

As part of this Application for insurance, please attach the following:

- a) Copy of Employee Handbook
- b) Copies of EEO-1 Reports for the last two years

Name of Human Resources Manager or other Human Resources Department contact (for Helpline Services):



FRAUD WARNING TO APPLICANTS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

AL APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION, FINES, OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

AR, NM AND WV APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

CO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE INSURANCE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES.

DC APPLICANTS: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS, IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

FL APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

KS APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARED WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO, OR WHO CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT.

KY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.



LA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

ME APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR DENIAL OF INSURANCE BENEFITS.

MD APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

MN APPLICANTS: ANY PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NJ APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

OH APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

OK APPLICANTS: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

OR APPLICANTS: ANY PERSON WHO MAKES AN INTENTIONAL MISSTATEMENT THAT IS MATERIAL TO THE RISK MAY BE FOUND GUILTY OF INSURANCE FRAUD BY A COURT OF LAW.

PA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

TN, VA and WA APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

VT APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.



THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT, AND HEREBY DECLARES THAT THE STATEMENTS, INFORMATION AND DOCUMENTATION SET FORTH HEREIN ARE TRUE, ACCURATE AND COMPLETE, AND ACKNOWLEDGES (I) THE CONTINUING OBLIGATION TO IMMEDIATELY REPORT TO THE INSURER CHANGES IN THE INFORMATION PROVIDED AFTER THE DATE OF THIS APPLICATION AND PRIOR TO THE EFFECTIVE DATE OF ANY INSURANCE, AND (II) THAT THE INSURER SHALL HAVE THE RIGHT TO WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATION AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE. FURTHER, IT IS UNDERSTOOD THAT THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE INSURER TO SELL NOR THE APPLICANT TO BUY THE INSURANCE.

Signature of Applicant's Chief Executive Officer, Chief Financial Officer, in-house General Counsel or Director of Human Resources (or person in a functionally equivalent position to the aforementioned titles)

Print Name/Title

Date

Insurance Broker

Broker Signature

Broker License Number

Broker Address



Employment Practices Liability Insurance

Part of the Executive First® Suite

Renewal Application

NOTICE: THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE INSURER TO OFFER, NOR THE APPLICANT TO PURCHASE INSURANCE. THE INSURER WILL RELY UPON THE ACCURACY AND COMPLETENESS OF THIS APPLICATION FOR INSURANCE, IN ADDITION TO INFORMATION SUPPLIED VIA ATTACHMENT, AND IN PUBLIC FILINGS. THIS APPLICATION WILL FORM THE BASIS OF, AND BECOME PART OF, ANY RESULTING POLICY. COVERAGE UNDER ANY SUCH POLICY WILL BE ON A CLAIMS-MADE BASIS. NO COVERAGE WILL EXIST FOR CLAIMS FIRST MADE AGAINST AN INSURED AFTER THE END OF THE POLICY PERIOD UNLESS AND TO THE EXTENT THAT AN EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY UNDER SUCH POLICY, AND WILL ALSO BE APPLIED AGAINST THE RETENTION.

The term "Applicant" shall mean the Parent Company applying for this insurance and all of its Subsidiaries.

I. General Information

1. Company to be named on the Declarations ("**Parent Company**"):

Address of **Parent Company**:

2. Nature of Operations and Primary SIC Code:

3. Insurance amount requested
(Aggregate Limit of Liability):

\$

4. Self-insured, per-**Claim** retention requested:

a) non-**Mass/Class Action**:

a. \$

b) **Mass/Class Action**:

b. \$

5. Policy period requested:



II. Employee Count

6. Domestic (U.S.) Employees:	Current Year	Prior Year
a) Full-time		
b) Part-time (including leased and seasonal)		
c) Independent contractors		
d) Unpaid interns/apprentices		
e) Volunteers		
f) Number of hourly employees		
g) Number of employees in a-e above located in CA		
h) Number of employees in a-e above located in FL, MS, NJ, NY, TN, WV		
7. Foreign (non U.S.) Employees:		

III. Changes in Workforce

8. During the past 12 months has the Applicant had or in the next 12 months does the Applicant expect any layoffs, office or facility closures, or reductions in workforce?

a) If "Yes," was severance provided or will it be provided?

b) If "Yes" to 8.a), are recipients of severance required to sign releases?

☐ Yes ☐ No

☐ Yes ☐ No

9. During the past 12 months has the Applicant had or in the next 12 months does the Applicant expect any mergers, acquisitions, or divestments?

☐ Yes ☐ No

If "Yes" to 8. or 9. please provide details on an attachment. Include the number of employees laid off or expected to be laid off or divested, and whether severance was or will be provided, including details of signed releases, if any.

IV. U.S. Salary Ranges

10. Employee Salary Ranges (Including Bonuses):	% of Employees in Range Current Year	% of Employees in Range Prior Year
Up to \$50,000		
\$50,001 to \$150,000		
\$150,001 - \$250,000		
\$250,001 - \$500,000		
Over \$500,000		



V. Policies and Procedures

11. a) Does the Applicant distribute an employee handbook to every employee?
If the answer is "No," please skip to Question 12. ☐ Yes ☐ No
b) Are employees required to acknowledge in writing receipt of the handbook? ☐ Yes ☐ No
12. Have there been any changes to the handbook within the last 12 months?
If the answer is "Yes," please provide details. ☐ Yes ☐ No
13. Are all terminations reviewed by
a) Human Resources? ☐ Yes ☐ No
b) Counsel (Internal or external)? ☐ Yes ☐ No
14. Is there a full-time human resources manager or department? ☐ Yes ☐ No
15. Does the Applicant conduct training regarding discrimination and sexual harassment policies and procedures? ☐ Yes ☐ No
16. Does labor relations counsel review employment policies, procedures, and material at least annually? ☐ Yes ☐ No
17. If the Applicant is or has been a federal contractor, has the Applicant been subject to an OFCCP (Office of Federal Contract Compliance Programs) investigation or audit? ☐ Yes ☐ No
18. Does the Applicant have written procedures in place regarding:
a) Employment at will? ☐ Yes ☐ No
b) ADA (Americans with Disabilities Act) accommodations? ☐ Yes ☐ No
19. Are criminal background checks used in the hiring or promotion process? ☐ Yes ☐ No
20. Are credit checks used in the hiring or promotion process? ☐ Yes ☐ No
21. Are applications for employment uniform throughout the organization? ☐ Yes ☐ No
- If "No" to any question 13 – 21, please provide details.

VI. Third Party Information

22. What percentage of employees interact with customers or the general public as part of their job duties? %
23. Does the Applicant have written anti-harassment and anti-discrimination policies regarding treatment of customers and other non-Employees? ☐ Yes ☐ No



VII. Submissions

As part of this Application for insurance, please attach the following:

- a) Copy of Employee Handbook
 - b) Copies of EEO-1 Reports for the last two years
-

Name of Human Resources Manager or other Human Resources Department contact (for Helpline Services):



FRAUD WARNING

DC ONLY: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS, IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

FL ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

KS ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARED WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO, OR WHO CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT.

LA ONLY: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

MD ONLY: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NJ ONLY: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NY ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

PA ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

OK ONLY: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.



OR ONLY: ANY PERSON WHO MAKES AN INTENTIONAL MISSTATEMENT THAT IS MATERIAL TO THE RISK MAY BE FOUND GUILTY OF INSURANCE FRAUD BY A COURT OF LAW.

ALL OTHER STATES: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES. IN CO, ME, TN, VA, AND WA, INSURANCE BENEFITS MAY ALSO BE DENIED.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT, AND HEREBY CERTIFIES THAT THEY HAVE MADE REASONABLE INQUIRIES TO OBTAIN AND PROVIDE THE ANSWERS, INFORMATION AND DOCUMENTATION THAT IS RESPONSIVE TO THE QUESTIONS AND REQUESTS CONTAINED IN THIS APPLICATION, AND REPRESENTS THAT THE ANSWERS, INFORMATION AND DOCUMENTATION IS TRUE, ACCURATE AND COMPLETE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.

Signature of Applicant's Chief Executive Officer, Chief Financial Officer, in-house General Counsel or Director of Human Resources (or person in a functionally equivalent position to the aforementioned titles)

Print Name/Title

Date



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **DATE**
Forms a part of Policy No.: **POLICY NUMBER**
Issued to: **ISSUED TO**
By: **WRITING COMPANY**

DISTRICT OF COLUMBIA AMENDATORY CANCELLATION OR NON-RENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY POLICY

It is hereby understood and agreed that Paragraphs **B.** and **C.** of the **Cancellation or Non-Renewal** section of the Policy are deleted and replaced with the following:

- B.** This Policy may be cancelled by the **Insurer** only for nonpayment of premium. Such cancellation shall be effective on the date specified in the written notice of cancellation given by the **Insurer** to the **Parent Company**, provided such date is at least thirty (30) days after the date such notice is given. If the **Parent Company** pays in full the premium due prior to such effective date, the **Insurer's** notice of cancellation shall be ineffective.
- C.** If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Parent Company** with no less than sixty (60) days advance written notice thereof.

Any notice of cancellation or non-renewal as described in **B.** and **C.** above will be sent to the last address known to the **Insurer**. Further, the **Insurer** will mail or deliver notice of any such cancellation or nonrenewal to the agent or broker at least five (5) days prior to the **Insurer's** mailing of notice to the **Parent Company**.

All other terms and conditions of this Policy remain unchanged.

State:	District of Columbia	Filing Company:	Berkshire Hathaway Specialty Insurance Company
TOI/Sub-TOI:	17.2 Other Liability-Claims Made Only/17.2010 Employment Practices Liability		
Product Name:	Employment Pratices Liability		
Project Name/Number:	BHSI Employment Pratices Liability/BHSIC-EF-EPL-16		

Supporting Document Schedules

Satisfied - Item:	Readability Certificate
Comments:	In Compliance
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Consulting Authorization
Comments:	
Attachment(s):	1 - Letter of Filing Authorization 110316.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	



Berkshire Hathaway
Specialty Insurance

LETTER OF FILING AUTHORIZATION

This letter will certify that Insurance Regulatory Consultants, LLC ("IRC") has been given authorization to submit filings on behalf of the insurance company listed below ("Company") consistent with the agreements between the parties and their affiliates, both written and oral.

This authorization extends to all correspondence regarding these filings.

Berkshire Hathaway Specialty Insurance Company
Company Name

22276
NAIC Number

Robyn Dzierzawski
Signature

11/03/2016
Date

Robyn Dzierzawski
Name

VP & Assistant Gen'l Counsel
Title

312 - 702 - 2847
Telephone Number

Robyn.Dzierzawski@bhspecialty.com
Email Address